EXHIBIT 2356 TO
CISNEROS DECLARATION
REDACTED VERSION

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January 13, 2010

BY HAND DELIVERY AND REGULAR POST

Jessica Butler-Arkow, Esq.
United States Department of Justice
Antitrust Division
Networks and Technology Section
450 5th Street, NW
Suite 7700
Washington, D.C. 20530

Re: **Pixar Animation Studios**
CID No. 25511 -- Prior Relationship with Intel Corporation

Dear Jessica:

Enclosed with this letter are the documents you and I discussed last week providing additional evidence of the vertical collaboration between Pixar Animation Studio ("Pixar") and Intel Corporation ("Intel") to optimize the operation of RenderMan software on Intel chips in a multi-thread, parallel-processing environment and develop a new, many core graphics chip by Intel ("Project Larrabee").[1] These documents show that the collaboration was real, specific, and significant, involving the disclosure of significant Pixar trade secret information to Intel and exposing Intel to key members of Pixar's small RenderMan development team. The documents confirm that the Pixar employees pursued by Intel were part of the RenderMan team and specifically involved in the collaboration. Also enclosed per staff's request are nondisclosure agreements ("NDAs") that governed the sharing of confidential trade secret information between Intel and Pixar.

More specifically, we are providing the following documents.

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[1]   The documents are produced from the files of Greg Brandeau, formerly Pixar's Vice President for Technology and Dana Batali, Pixar's Director of RenderMan Software Development. They are not responsive to the specifications of CID No. 25511.
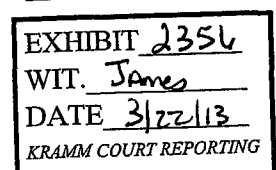
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WIT. James
DATE 3/22/13
KRAMM COURT REPORTING

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CID No. 25511

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Tab A -- Email from Kasia Hanson to Dana Batali, dated August 23, 2006, attaching "Pixar LRB Disclosure" and "Intel Many Core Update for Pixar" Presentations

The presentations attached at Tab A outline the scope of collaboration with Pixar sought by Intel. As described in these documents, the companies initially envisioned a "strategic research relationship between Intel and Pixar with emphasis on Intel's many core [i.e., "Larrabee"] strategy/product development."[2] Although the companies ultimately did not take the collaboration to the full extent initially proposed (due to Larrabee's status within Intel), they nevertheless engaged in substantial collaboration, during which Pixar provided highly confidential and competitively sensitive information about the architecture of its RenderMan software to Intel. Kasia Hanson was Intel's Pixar Account Manager. Dana Batali is (and was at the time) Director of Pixar's RenderMan Software Development team in Seattle, Washington.

Tab B -- Corporate Non-Disclosure Agreement

Pixar's disclosure of confidential information to Intel was governed by a non-disclosure agreement ("NDA") between the companies dated January 15, 1993. Pixar concluded that it was not necessary to negotiate a new NDA for the many core chip collaboration and confirmed to Intel at the time of the Larrabee collaboration that the 1993 agreement would control. Pixar also had in place an End User License Agreement ("EULA") to facilitate the companies' collaboration in general with respect to the operation of RenderMan software on Intel chips.

Tab C -- Sample Communications and Meeting Minutes

The documents attached at Tab C are sample e-mails and meeting minutes relating to the collaboration for the period of 2006 through 2008 (collaboration on Project Larrabee ceased in 2009).[3] As we have previously explained, the two companies met regularly and continuously during this period, including on-site at the RenderMan campus in Seattle, where Pixar's software engineers provided significant confidential insights concerning its software to members of the Intel team, particularly to Ram Ramanujam.[4] In addition to evidencing the fact of the companies' collaboration, these documents confirm that the three Pixar employees to whom

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[2] *See* DOJ-PIX-00003694.

[3] Collaboration on Project Larrabee slowed during the course of 2009. On December 4, 2009, Intel formally announced that instead of producing a standalone graphics chip as originally planned, the Larrabee graphics processor will initially be a software development platform. *See Intel: Initial Larrabee Graphics Chip Canceled,* http://news.cnet.com/8301-13924_3-10409715-64.html.

[4] *See, e.g.,* DOJ-PIX-00003725 (referring to a "face to face" meeting at Pixar's Seattle office to facilitate the discussion of "top secret confidential information" during which the companies would have an "[i]n depth architectural discussion" and get access to "subroutines [and] software").

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Intel's Advanced Visual Computing Group made offers of employment during this period —
Kiril Vidimce, Mark Leone, and Per Christensen — were each software engineers on the
RenderMan development team specifically involved in the collaboration with Intel.[5] Leone
possessed particular expertise in compiling shading language and Pixar believes Intel became
aware of Leone's expertise specifically through the Larrabee collaboration. As reflected in the
documents, Vidimce and Leone continued to work on Project Larrabee as employees of Intel and
to have direct contact with Pixar employees as part of the Intel/Pixar collaboration.[6]

Tab D — Proposed Intel/Pixar Term Sheet

The proposed Term Sheet attached at Tab D, although not resulting in a definitive
agreement, describes the nature of the companies' collaboration and where they contemplated
taking it. Pixar communicated that it intended "to work closely with Intel on the [Larrabee] SDK
[software development kit] and development platforms," and Intel confirmed that it valued
Pixar's work on the SDK.[7]

These documents supplement the documents previously provided to you, which clearly
evidence that Pixar's concern with Intel's solicitation of Pixar employees in 2008 arose precisely
in the context of the companies' close collaboration. Further, Pixar did not attempt to prevent

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[5]   *See, e.g.,* DOJ-PIX-00003714 (email from Hanson to Batali dated Sept. 19 2006, referencing Larrabee
and the involvement of Ram Ramanujam); DOJ-PIX-003716 (email from Hanson to Brandeau, Kirkman, and
Vidimce, dated Feb. 12, 2007); DOJ-PIX-00003717 (email from Hanson to Batali, dated Feb. 12, 2007,
referencing Intel's desire to understand how Pixar saw RenderMan algorithms changing over time and the
difference from standard DirectX graphics flow); DOJ-PIX-00003720 (email from Vidimce to Batali, Shade,
and Leone, dated Mar. 7, 2007); DOJ-PIX-00003725 (email from Batali to Vidimce, Wooten, and Shade,
dated Aug. 13, 2007); DOJ-PIX-00003727 (email from Prajapati to Batali regarding meeting between
Pixar and Intel in which Vidimce attended by conference call, dated Aug. 16, 2007); DOJ-PIX-00003731
(email from Vidimce to Batali, noting that "Mark [Leone] may be interested in conferencing as well," dated
Aug. 16, 2007); DOJ-PIX-00003732 (email from Batali to Vidimce, Shade, and Christensen, dated Aug. 30,
2007); DOJ-PIX-00003734 (email from Prajapati to Batali and Vidimce, dated Sept. 4, 2007, referencing
attendees from Pixar as including Vidimce and Christensen); DOJ-PIX-00003743 (email from Vidimce to
Leone, Fong, Schubert, and Pixar employee groups dated Feb. 14, 2008, announcing Vidimce's departure from
Intel to work on Larrabee); DOJ-PIX-00003746 (email from Leone to RenderMan development team and
Pixar employee groups dated May 16, 2008, announcing Leone's departure to work at Intel "on interactive
rendering for the new Larrabee architecture," noting that he would be joining Vidimce, who was already at
Intel working on the same project); DOJ-PIX-00003750 (email from Vidimce, at Intel, to Brandeau and
various Pixar employees, dated Aug. 19, 2008). Vidimce and Leone accepted offers in February and May
2008, respectively. Christensen decided to stay at Pixar.

[6] *See* DOJ-PIX-00003746 and DOJ-PIX-00003750.

[7] *See* DOJ-PIX-00003756.

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Intel from hiring Pixar employees, but was concerned that Intel would continue to use the close collaboration on Larrabee to identify and actively solicit more employees of Pixar's RenderMan development team. Pixar's collaboration with Intel not only exposed key members of its RenderMan team to Intel, but also risked significant harmful leakage of Pixar's most highly sensitive trade secrets if Intel staffed these employees on a substantially similar effort with DreamWorks Animation SKG, Inc. ("DreamWorks"), which Intel and DreamWorks announced in the summer of 2008 and about which Pixar became aware in August 2008.[8]

Toward the end of 2008, Greg Brandeau, who was Pixar's Vice President of Technology and responsible for the Intel relationship, was confronted with troubling evidence of potential IP leakage and the loss of key employees from the RenderMan team, apparently as a result of the RenderMan teams' collaboration with Intel. In February, 2008, Kiril Vidimce had announced his departure from Pixar's RenderMan team to join Intel to work on Project Larrabee. Mark Leone had followed in May with a similar announcement that he was also leaving Pixar's RenderMan team for Intel to work on Project Larrabee. On August 19, Vidimce wrote to a group of Pixar software tools and production employees proposing that he and Mark Leone meet with them on behalf of Intel to discuss Project Larrabee information that would entail the execution of a confidential information transmittal record.[9] On August 25, Brandeau learned that such a meeting had been scheduled for September 9, 2008.[10] That same day, he also learned that Intel was seeking to hire someone to "sit full-time at Dreamworks and optimize/port their code to the Larrabee platform."[11] Brandeau and Batali agreed at the time not to allow Intel's relationship with DreamWorks to be the "cause for significant negative disruption" to Pixar's continued collaboration with Intel.[12] But less than one month later, around September 22, 2008, Intel solicited a *third* key member of the RenderMan team who had been working with Intel, Per Christensen.

Given the small size of the RenderMan development team, the successful solicitation of Christensen would have represented the loss of 20 percent of the RenderMan team to Intel in the span of only a few months. In addition, it appeared that those employees would be working on a

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[8] *See* DOJ-PIX-00003752.

[9] *See* DOJ-PIX-00003750.

[10] *See Id.*

[11] *See* DOJ-PIX-00003752. (email from Shade to RenderMan development team dated Aug. 25, 2008, asking in light of the DreamWorks alliance whether Pixar should "exercise some caution with the information [it] share[d] with the Larrabee crowd" and email from Brandeau to Batali expressing an intent to talk to his counterpart at Intel "about what the Intel/DreamWorks relationships mean[t]" with respect to Pixar's participation with Intel on Project Larrabee.)

[12] *Id.*

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development project with DreamWorks that could have resulted in the leakage of Pixar's most sensitive confidential information to DreamWorks through Intel.

On October 9, 2008, Brandeau therefore wrote to Patrick Gelsinger, formerly Senior Vice President and Co-General Manager of the Digital Enterprise Group at Intel:

> Over the past 6-9 months, Intel has made offers to 3 engineers [Vidimce, Leone, and Christensen] who work in our RenderMan team. Given that Pixar and Intel do have a close relationship, could you ask the recruiters inside of Intel to please stop recruiting our people? I am not saying the crazy thing that people at Pixar shouldn't be allowed to apply to Intel job postings, I am simply asking that you don't cold call our people. Especially Dana [Batali's] [RenderMan] team which is only 15 people in the first place![13]

Referring to "Dana's team," Brandeau specifically focused on the RenderMan team employees who had been collaborating on Larrabee. As Brandeau later explained to Batali, his email to Gelsinger "was [intended] simply to stop accidents," i.e., the "raiding" of RenderMan employees based on Intel's close relationship with Pixar through the Larrabee collaboration.[14]

On October 16, Brandeau emailed Gelsinger and others at Intel responsible for Intel's relationship with Pixar concerning an email from Intel to Chris Ford, Business Director for RenderMan, concerning "Animation Opportunities at Intel." The email stated that Intel was seeking a senior software engineer to join an Intel team working on-site at DreamWorks to help "redefine how the world develops leading 3D graphics and visualization software, optimiz[e] existing productions content-creation applications and develop[] new highly-parallel production systems" — in other words, virtually the same development that Intel had been doing on-site at Pixar. Brandeau explained that the email and Intel's recruiting efforts "highlighted" his concern about "potential IP leakage from Pixar, via Intel, to Dreamworks [sic]."

In her October 30 email to Brandeau, Ranna Prajapati of Intel made clear that Intel's response to Pixar's concerns was designed to keep Pixar as a valued customer and partner. She stated that Renee James, Vice President and General Manager of Intel's Software and Services Group, had been briefed on Brandeau's concerns about recruiting and IP leakage and wanted to talk about "what Intel and Pixar could do strategically together moving forward." The "bottom line," she said, was that Intel "want[s] this to be a win win for both parties, would like the

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[13] See DOJ-PIX-00000130.

[14] See DOJ-PIX-00000106 (email from Brandeau to Batali dated Oct. 11, 2008).

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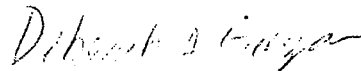
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relationship to be more strategic to what Intel is doing with Dreamworks today, and to hear Pixar out on what it would take to put something in place."[15]

As we have previously discussed with Division staff, Intel's forbearance from recruiting the very Pixar employees with whom it was collaborating on a project so central to Pixar's business should not give rise to any antitrust concern. We understand that Intel has produced, and is producing, documents similarly showing that Intel's reactions were designed to respond to Pixar's concerns about harmful results to it from continuing to collaborate closely with Intel. Clearly, dealings between Pixar and Intel on this issue had nothing to do with an agreement to allocate employees between Intel and Pixar, much less in a relevant market for labor. Rather, they were intended to enable the parties to continue to work together on what was considered to be a matter of substantial strategic importance to both companies and involved significant exposure to both highly confidential business and trade secret information and access to each other's key employees. There can be no reasonable doubt that any understanding between the two companies was both reasonably ancillary and reasonably tailored to that procompetitive collaboration.

Please let me know if you have any questions or with to further discuss any issue.

Please treat this letter and the enclosed information as confidential information protected from disclosure under the Antitrust Civil Process Act, 15 U.S.C. §§ 1311 et seq., and all other applicable law.

Sincerely,

Deborah A. Garza
Jonathan Herczeg

Enclosures

cc: Kenneth E. Newman

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[15] See DOJ-PIX-00003683.

2356.4

PIX00002099

TAB A

2356.7

From:	Hanson, Kasia L <kasia.l.hanson@intel.com>
Sent:	Wednesday, August 23, 2006 1:13 PM
To:	Dana Batali <dana@pixar.com>
Subject:	Slides for today's call at 10:30am
Attach:	Pixar LRB Disclosure 8-23-06.ppt;Many Core - Intel-Pixar.ppt

Hi Dana,

Attached are the slides for our meeting. This data is considered Intel Secret. Talk to ya at 10:30.

Thanks!!
Kasia

From: Dana Batali [mailto:dana@pixar.com]
Sent: Wednesday, August 23, 2006 9:16 AM
To: Hanson, Kasia L
Cc: Heidi Parmelee
Subject: Re: Intel AM Intro

Kasia - sorry I missed the window for this call. First day back from vacation is always overflowing with things to do... My pixar extension is 4150 for future reference. FYI: I am planning to join today's meeting via phone.

regards,
Dana

On Aug 22, 2006, at 10:50 AM, Hanson, Kasia L wrote:

> Hi Dana,
>
> Would you have a few minutes around 11:30am to talk? Just wanted to ask you a couple of questions around the Many Core efforts from the past year.
> Can you send me your ph#?
>
> Thanks!!
> Kasia
>
> ---
>
> **From:** Dana Batali [mailto:dana@pixar.com]
> **Sent:** Thursday, August 17, 2006 8:26 AM
> **To:** Hanson, Kasia L
> **Subject:** Re: Intel AM Intro
>
> Hi Kasia - I'm on vacation through the end of the week. Perhaps next week we can touch base?
>
> thx, Dana
>
> On Aug 16, 2006, at 3:33 PM, Hanson, Kasia L wrote:
>
>> Hi Dana,
>>
>> I recently took over account mgt of the Pixar account for Intel. I met with Greg a few weeks ago and he recommended I connect with you and travel to Seattle. (no problems going to Seattle...love it there!).

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I am pulling together some ideas for the Many Core initiative that has been an ongoing discussion between Intel and Pixar.   May I grab a few minutes of your time tomorrow afternoon to exchange some ideas? (30 minutes or less).

Thanks!
Kasia

Kasia Hanson
Pixar Account Manager
Intel Corporation
Cell: 408.656.0464
Office: 925.960.0652
kasia.l.hanson@intel.com

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Intel Many Core Update for Pixar

August 23, 2006
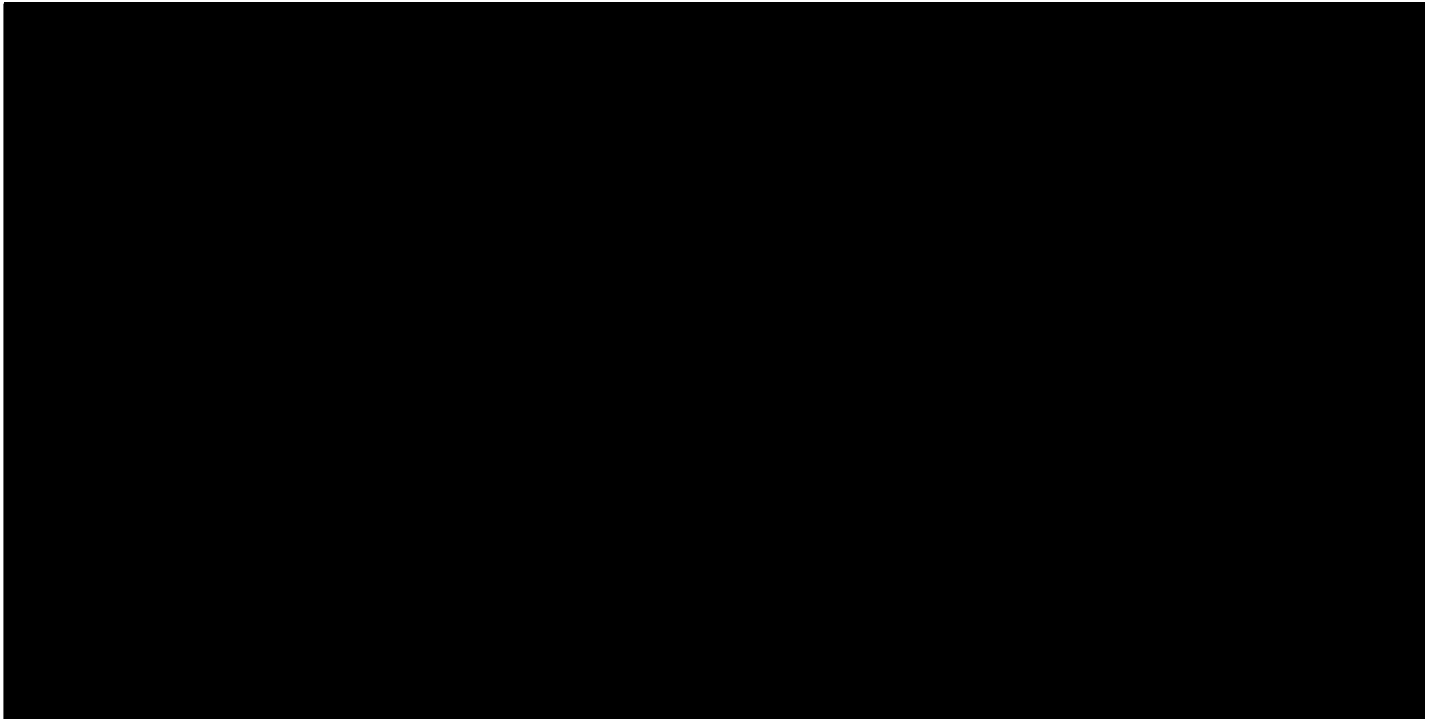
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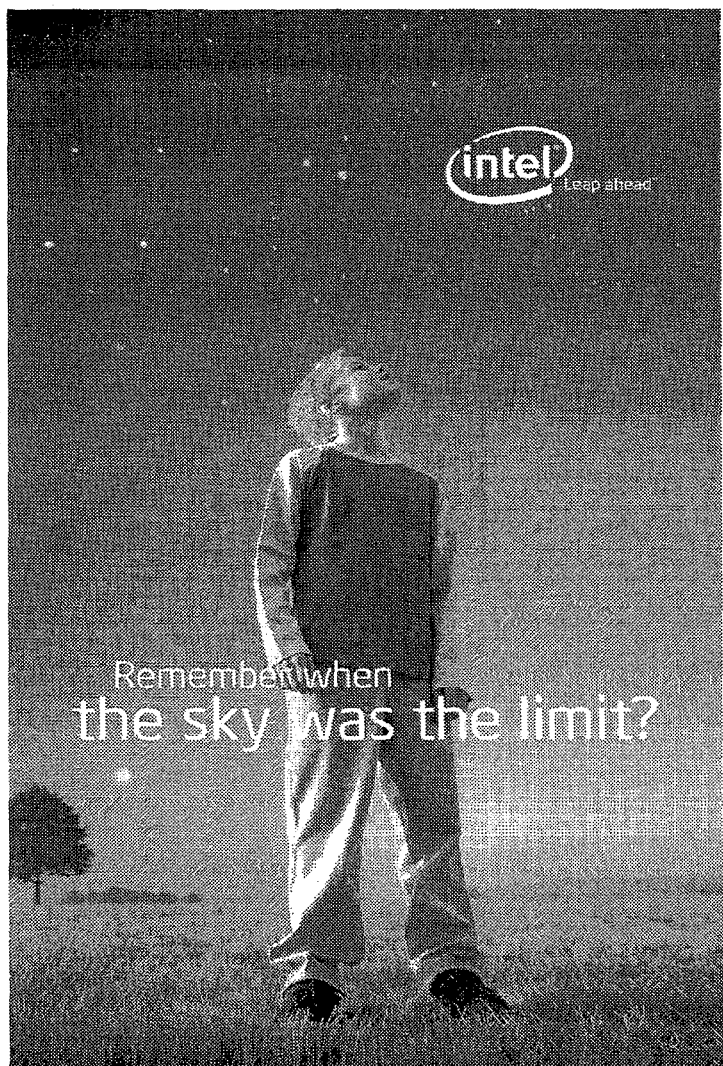
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Introducing Larrabee

Diane Bryant

Remember when
the sky was the limit?

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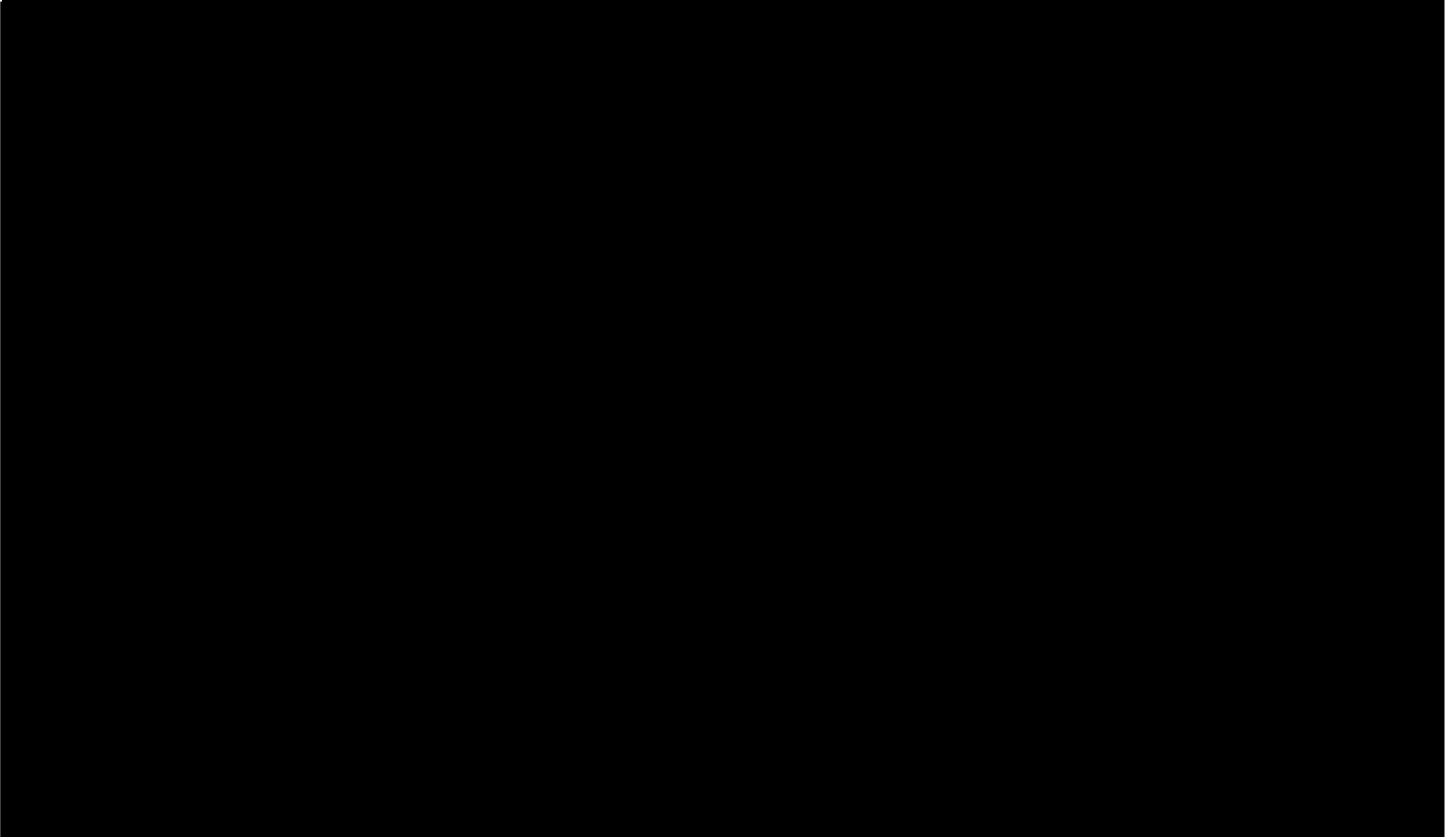
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Gives and Gets
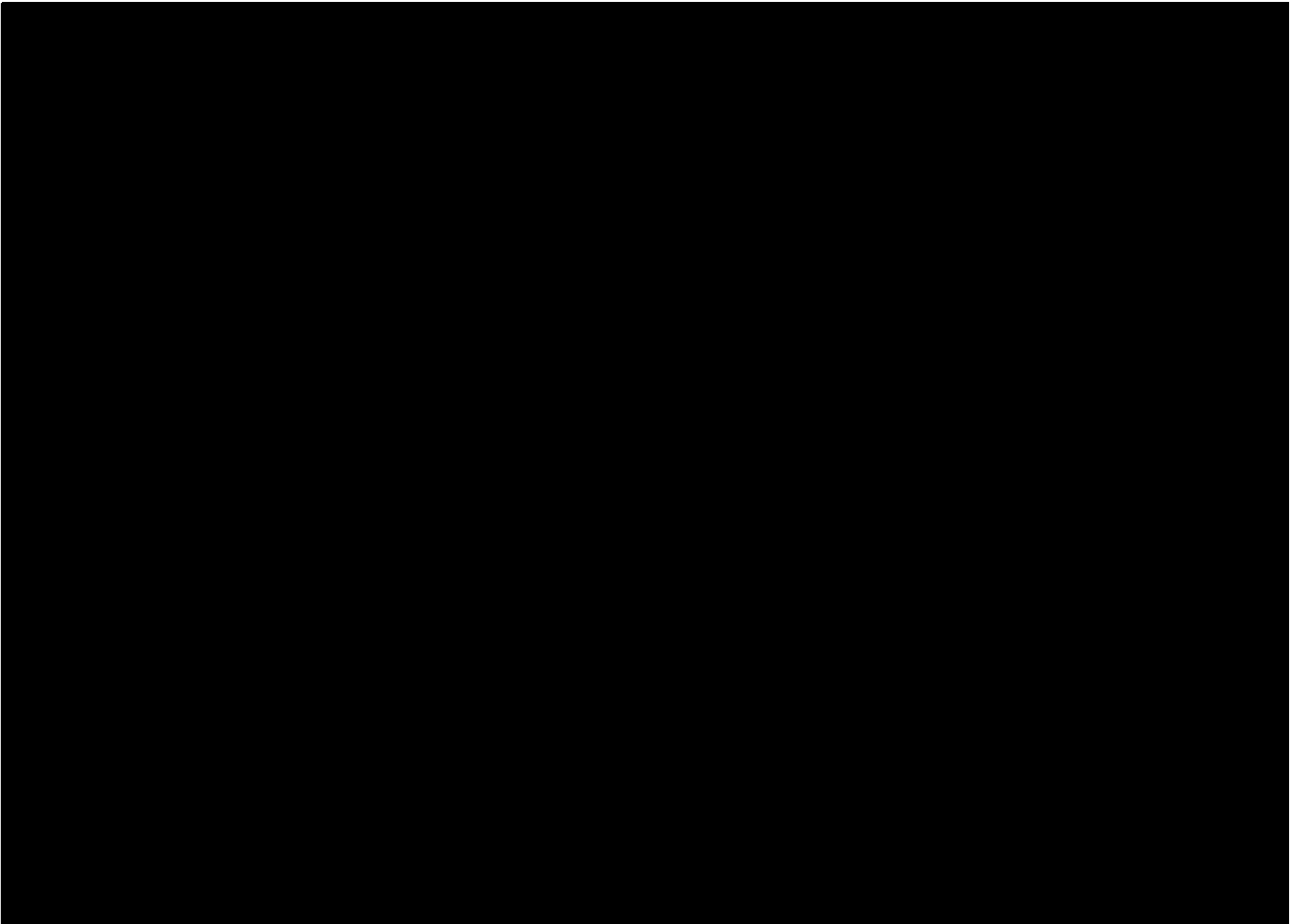
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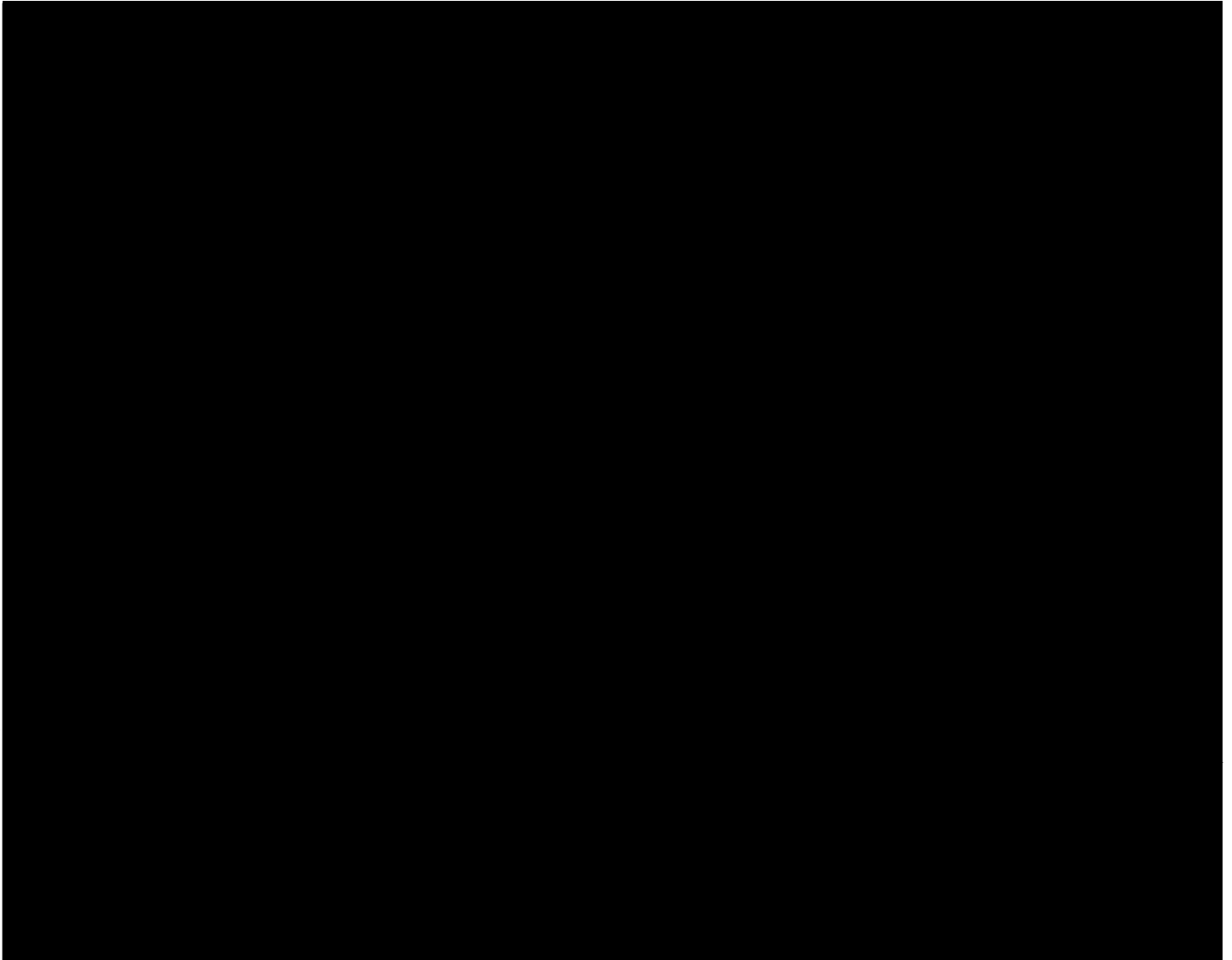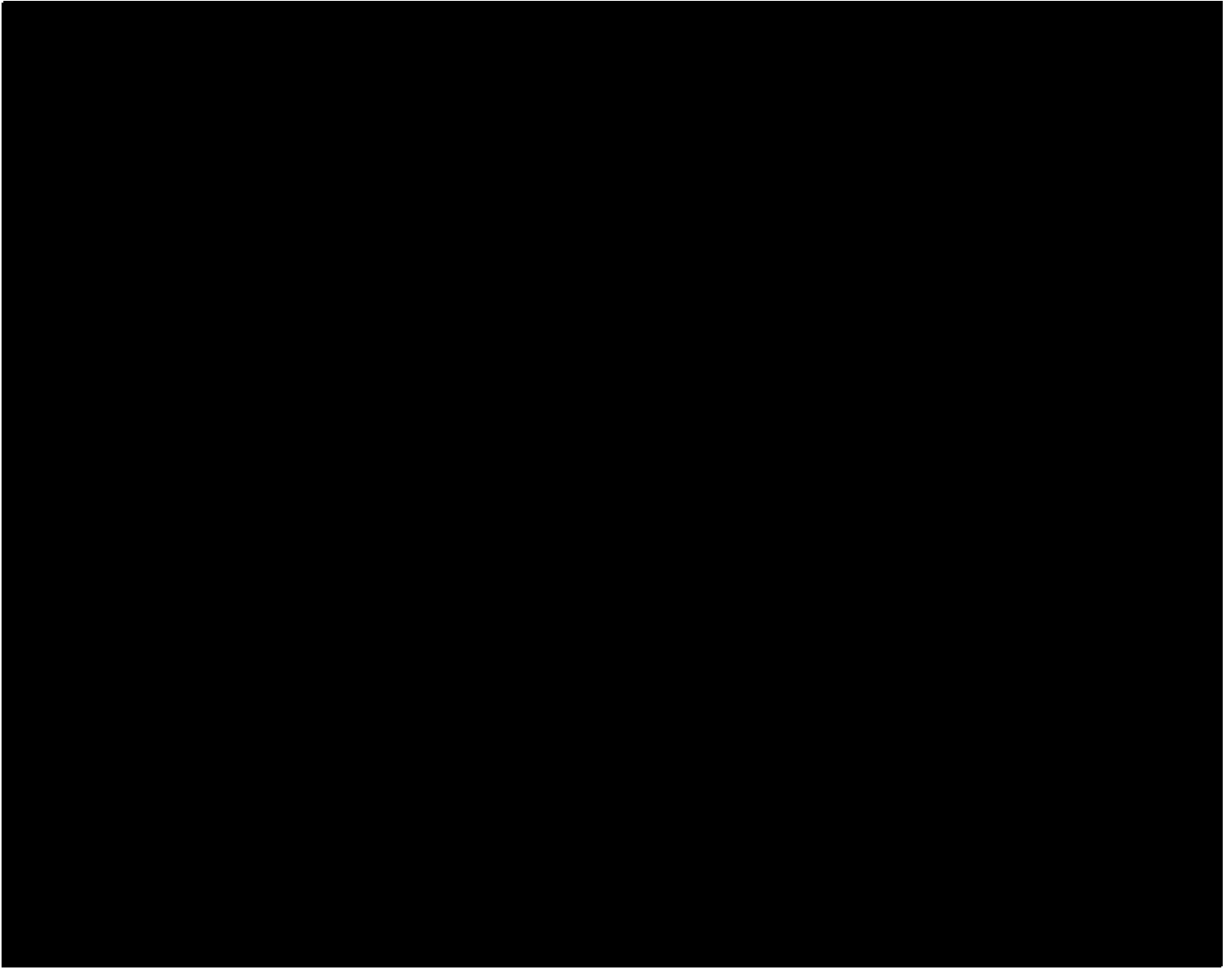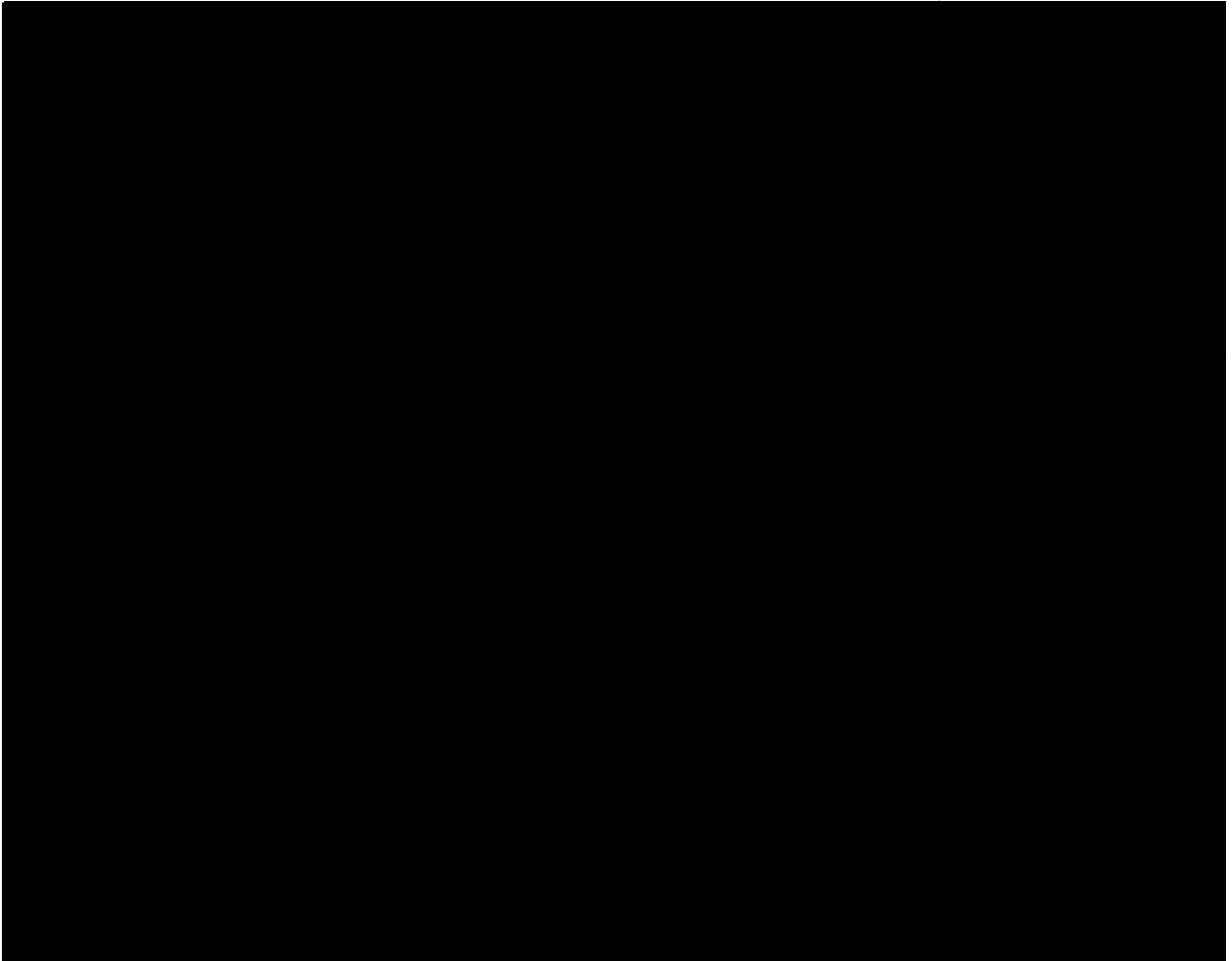
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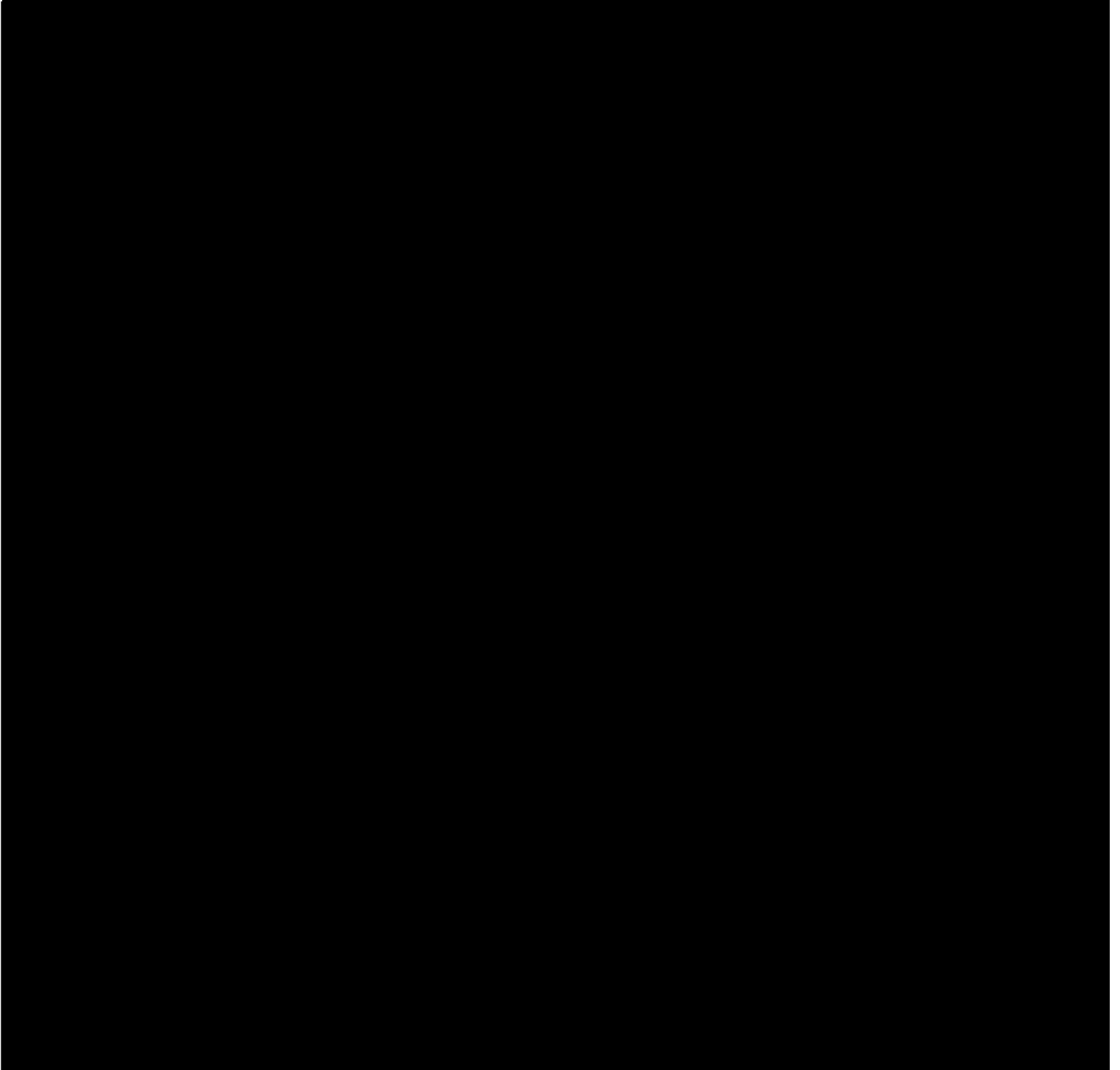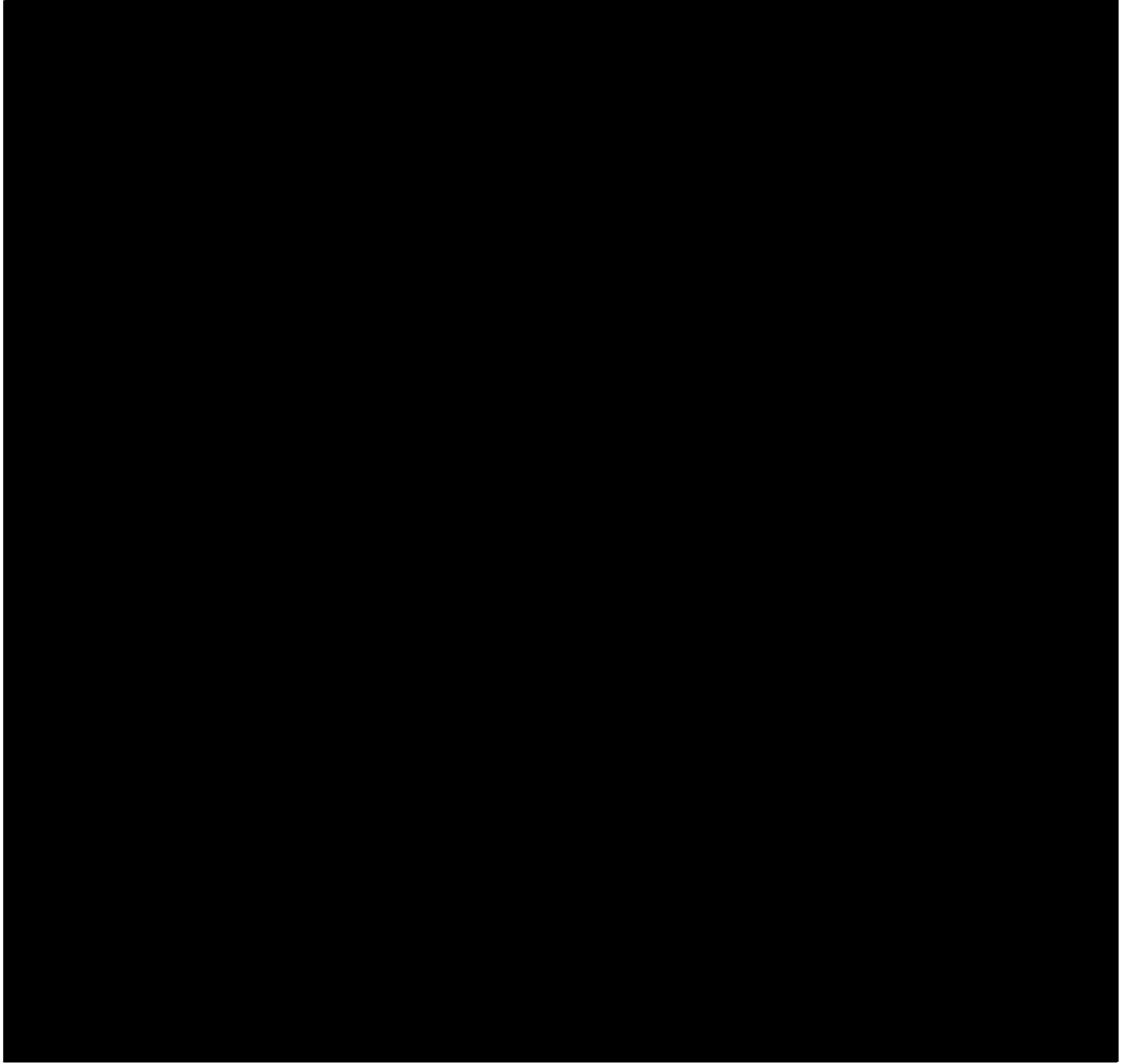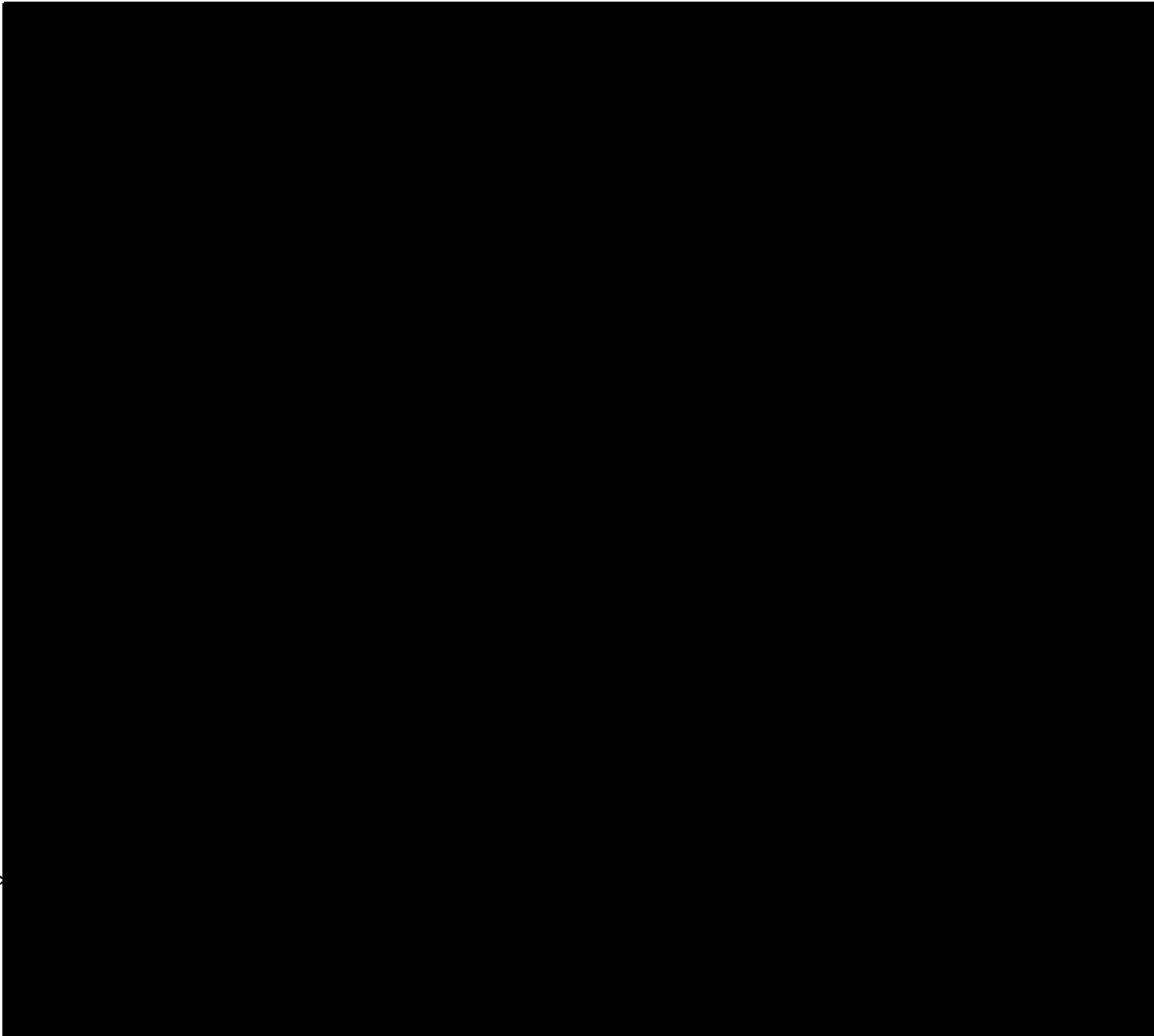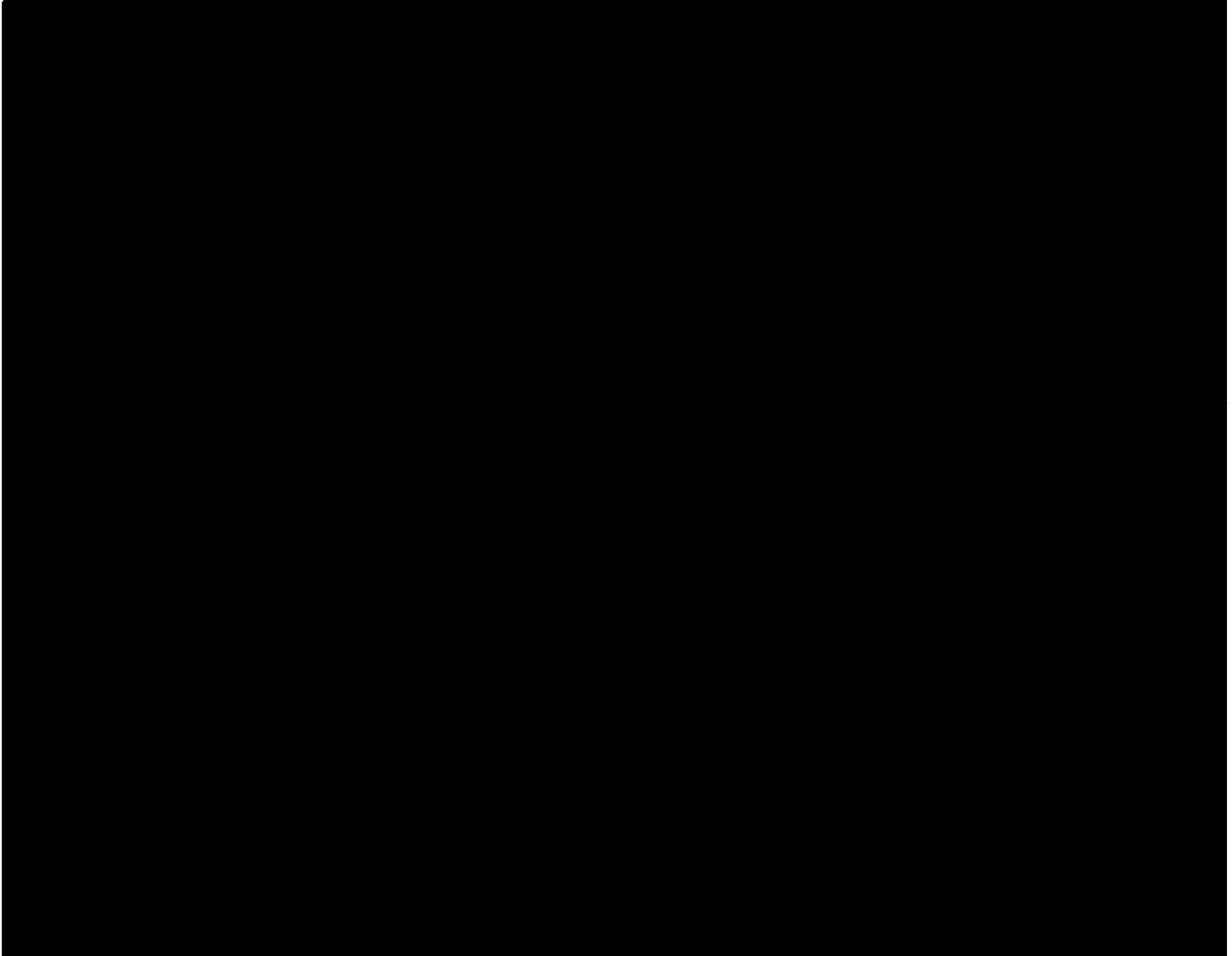
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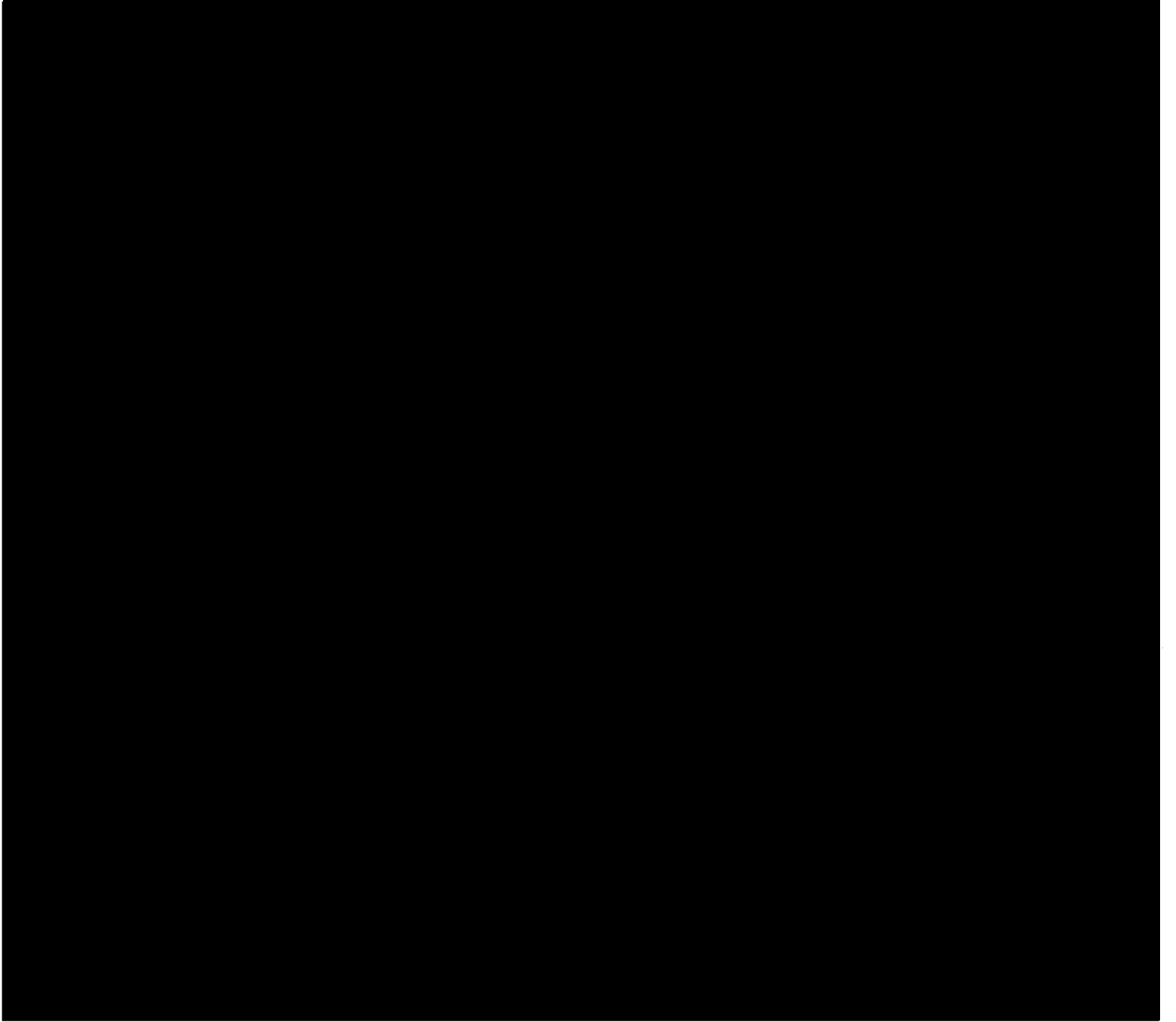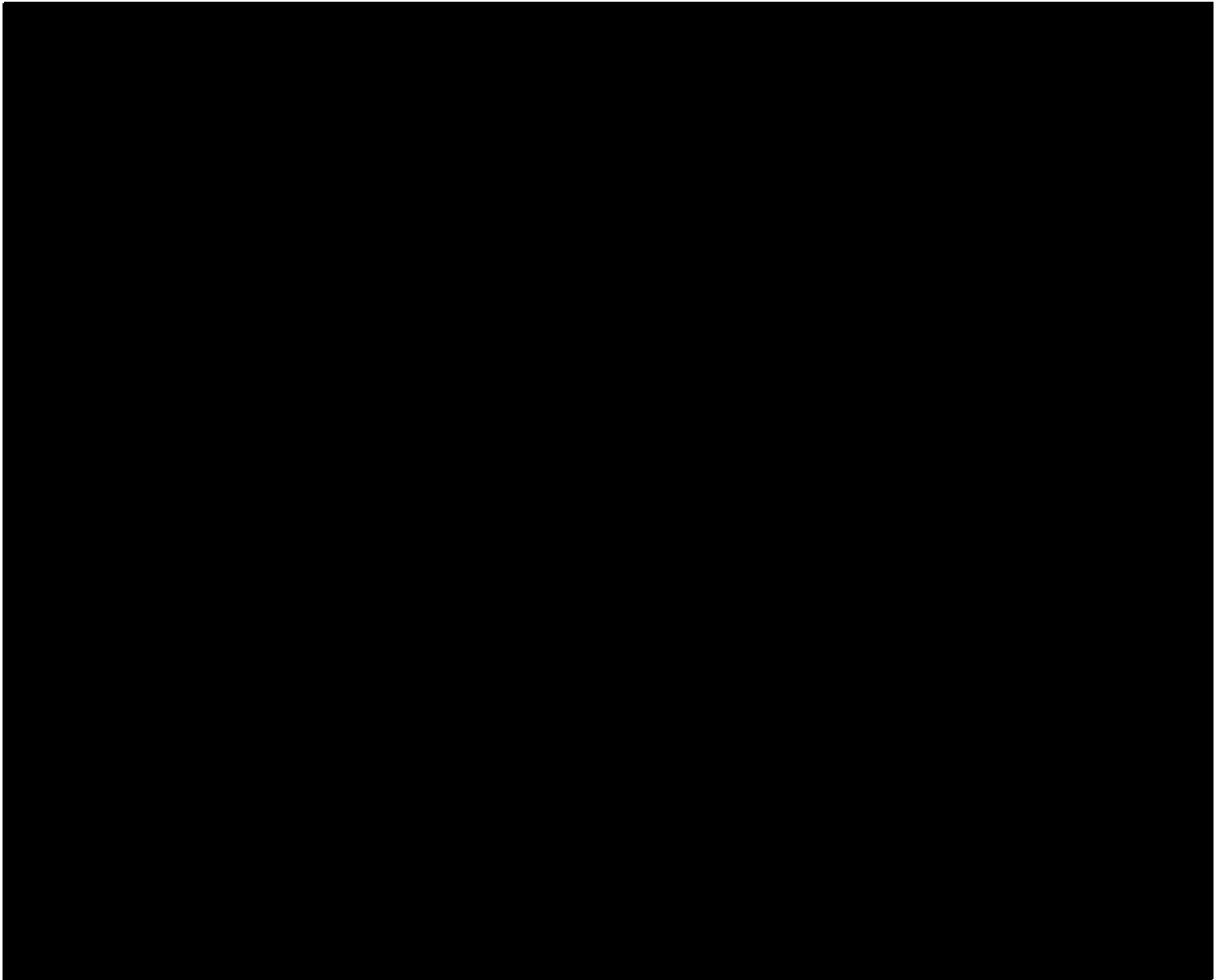
Confidential Pursuant to 15 U.S.C. §§ 1311 et seq.

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TAB B

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AGREEMENT DATE: _1/15_____, 199_2_   CNDA# 13135
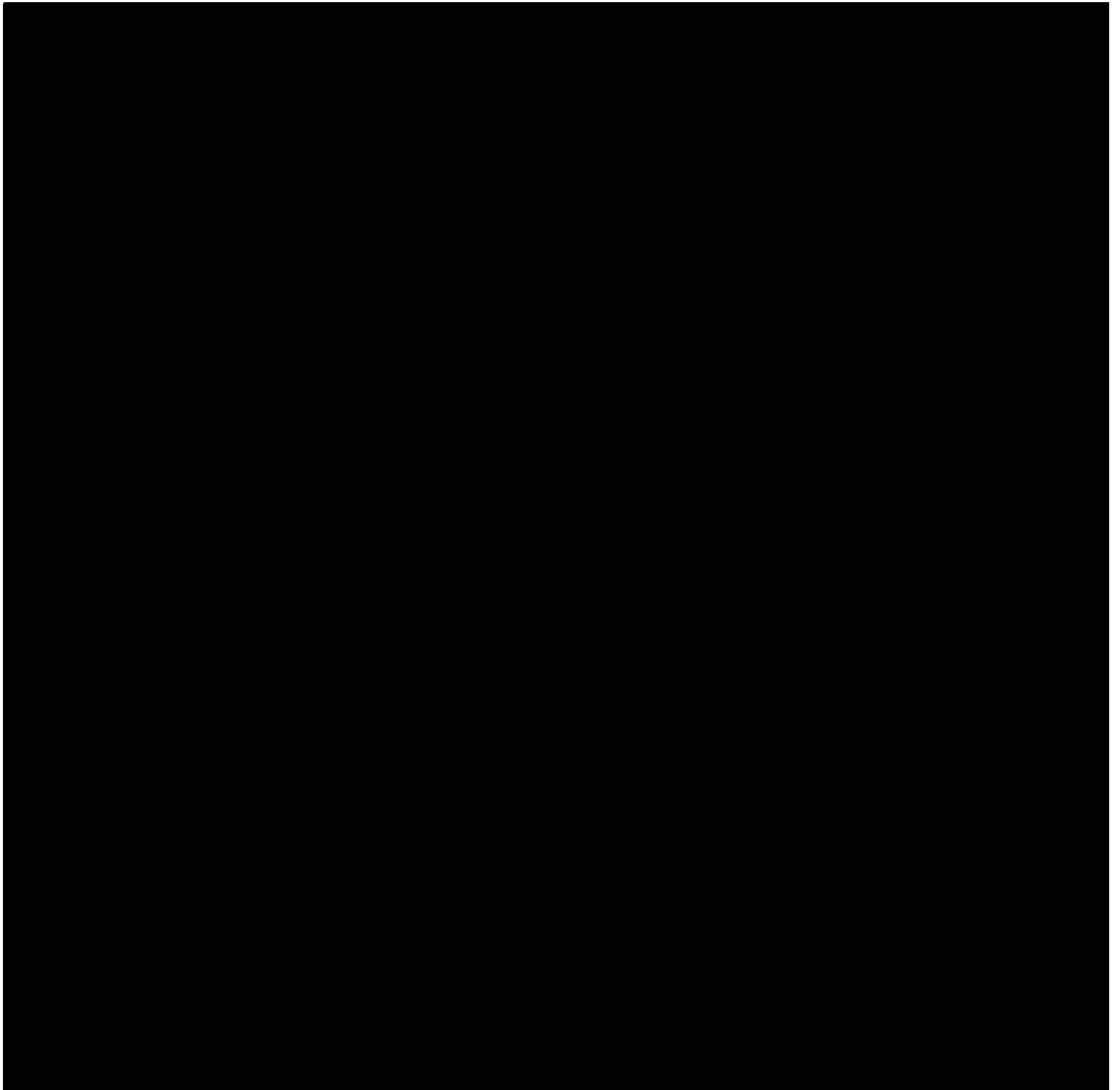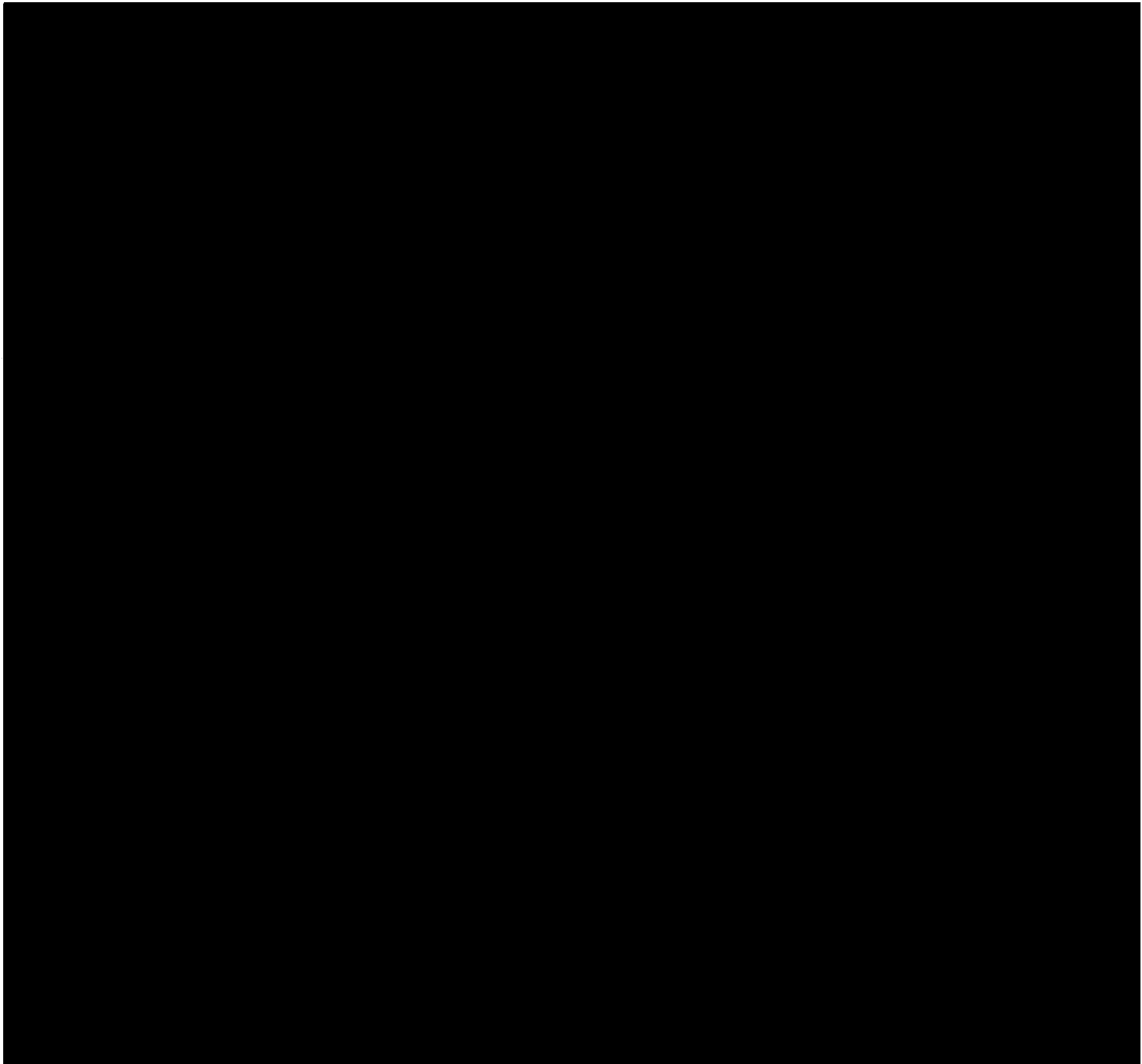
CORPORATE NON-DISCLOSURE AGREEMENT

This Agreement is entered into and made effective as of the date set forth above, by and between Intel Corporation (hereinafter "Intel"), and the participant identified below (hereinafter "Participant"). Unless the Participant indicates that this Agreement shall apply only to a specific division or location, this Agreement shall apply to the Participant's entire company.

THE PARTIES AGREE AS FOLLOWS:

1. **Confidential Information Transmittal Form.** The confidential, proprietary and trade secret information of the disclosing party (hereinafter "Confidential Information") provided hereunder, is that information described in the Confidential Information Transmittal Record (CITR) form executed from time to time hereafter. CITRs are subject to the terms of this Agreement and shall be executed by the parties prior to the disclosure of Confidential Information. All information described in a CITR and marked with a "confidential," "proprietary," or similar legend shall be deemed Confidential Information. All Confidential Information received from the disclosing party shall be in tangible form. The CITR shall set forth the disclosing party, a description of the Confidential Information disclosed, the names of the representatives of the parties and the date when the disclosure covered by the CITR commenced.

2. **Obligations of Receiving Party.** The receiving party shall not disclose Confidential Information to any third party without the prior written approval of the disclosing party. The receiving party shall maintain the Confidential Information with at least the same degree of care that the receiving party uses to protect its own similar categories of confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. The receiving party shall not make any copies of Confidential Information received from the disclosing party except as necessary for its employees with a need to know. Any copies which are made shall be identified as belonging to the disclosing party and marked "confidential," "proprietary," or with a similar legend.

3. **Period of Confidentiality.** Unless a shorter period is stated in the applicable CITR, the disclosing party will not assert any claims against the receiving party for disclosures of Confidential Information made more than five (5) years from the date of the CITR.

4. **Termination of Obligation of Confidentiality.** The receiving party shall not be liable for the disclosure of any Confidential Information which is:
   (a) in the public domain other than by a breach of this Agreement on the part of the receiving party; or
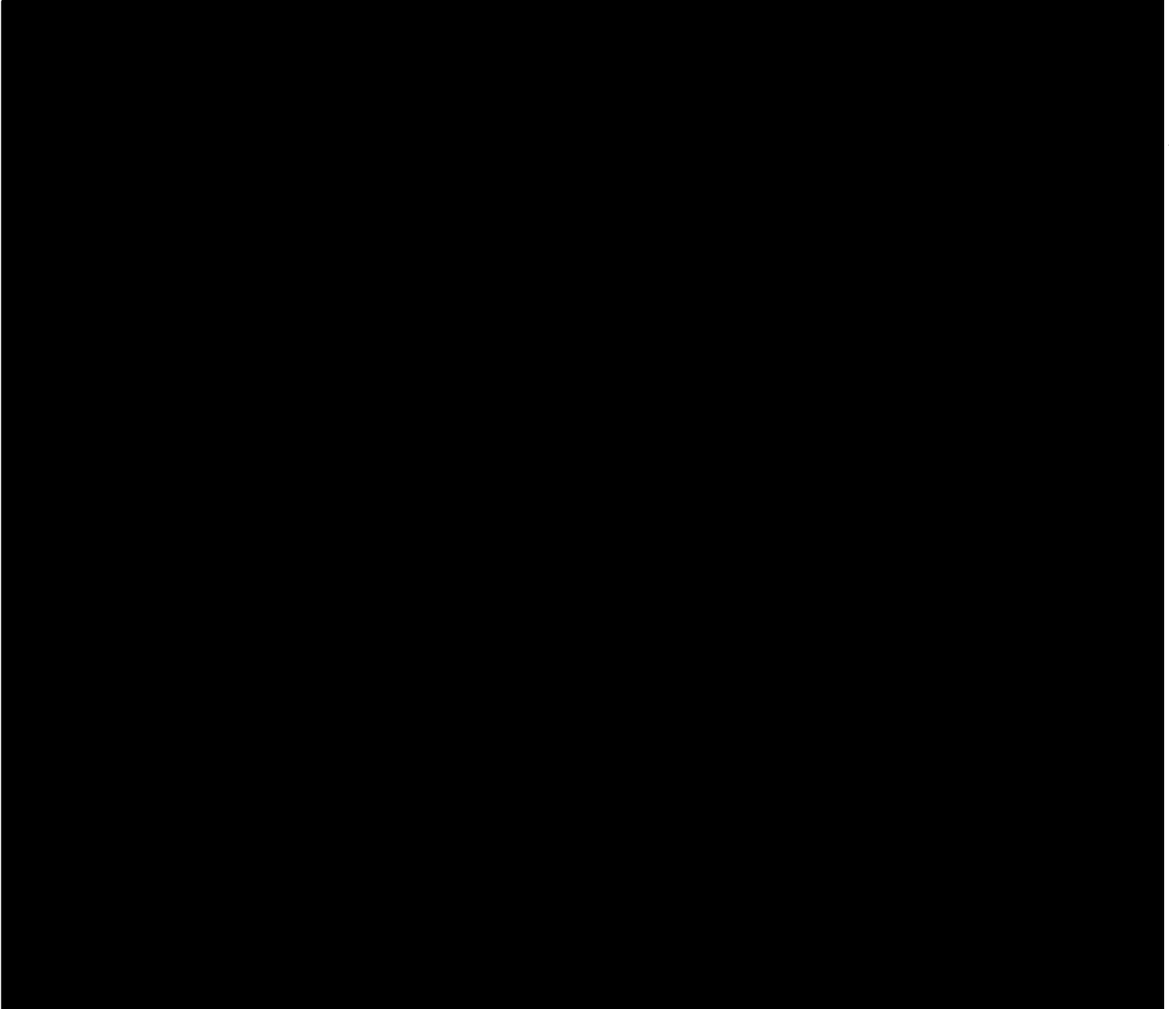   (b) rightfully received from a third party without any obligation of confidentiality; or
   (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; or
   (d) independently developed by employees of the receiving party; or
   (e) generally made available to third parties by the disclosing party without restriction on disclosure.

5. **Title.** Title or the right to possess Confidential Information as between the parties shall remain in the disclosing party.

6. **No Obligation of Disclosure.** Neither party has any obligation to disclose Confidential Information to the other. Either party may, at any time, cease giving Confidential Information to the other party without any liability or request in writing the return of Confidential Information previously disclosed.

7. **Termination and Duty to Return.** Either party may terminate this Agreement at any time without cause upon notice to the other party. However, all obligations of confidentiality shall survive the termination of this Agreement. In the event this Agreement is terminated, and the disclosing party so requests, the receiving party shall promptly return or destroy (and certify destruction of) all Confidential Information which it received from the disclosing party along with all copies which it made.

8. **General.**
   (a) This Agreement is neither intended to nor shall it be construed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Confidential Information, nor as creating an implied or express license grant from either party to the other.
   (b) The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
   (c) This Agreement shall be governed by the laws of the State of California.
   (d) This Agreement, any accompanying CITR and CITRs executed from time to time hereafter which incorporate the terms of this Agreement constitute the entire agreement, written or verbal, between the parties with respect to the disclosure(s) of Confidential Information described in each CITR. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective parties. Any other agreements between the parties, including non-disclosure agreements, shall not be affected by this Agreement.

POST CONTRACT MANAGEMENT

AGREED: PARTICIPANT: _Pixar_
                                                 (Company Name, Division/Sub, if applicable)
INTEL CORPORATION
3065 Bowers Avenue   _1001 West Cutting_
Santa Clara, CA 95052   (Address)
                                                 Richmond   _CA_   _94804_
                                                 (City)   (State)   (Zip)

_____   _____
Signature   Signature
VICE PRESIDENT DIRECTOR OF SALES   _Pamela J. Kerwin_
Printed Name   Printed Name ·
                                                 Vice President and General Mgr   230-0000-30 (7/90)
Title   SEND TO: CORPORATE CONTRACT   Title

2356.39

TAB C

From:	Hanson, Kasia L <kasia.l.hanson@intel.com>
Sent:	Tuesday, September 19, 2006 1:42 PM
To:	Dana Batali <dana@pixar.com>
Subject:	Many Core + more

Hi Dana,

Per my vmail today, I talked with Greg re: our discussion on Larrabee a few weeks ago. ██████████████████
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██████████████████████████████ Does this sound ok to you? I know the team is small and limited on time for meetings, but I think they could get alot out of this type of meeting.

Let me know your thoughts and if you have some preferred time frames available in Oct / early November. Ram was thinking a couple hours for the Larrabee disclosure with your team.

Thanks much!
Kasia

Kasia Hanson
Pixar Account Manager
Intel Corporation
Cell: 408.656.0464
Office: 925.960.0652
kasia.l.hanson@intel.com

2356.40

From: Dana Batali <dana@pixar.com>
Sent: Monday, October 9, 2006 3:23 PM
To: Hanson, Kasia L <kasia.l.hanson@intel.com>
Subject: Re: Confirming next Tuesday

Kasia – we're confirmed for next Tuesday.? We'll take care of the catering – you're contributing enough just by getting here!

thx, Dana

On Oct 9, 2006, at 11:19 AM, Hanson, Kasia L wrote:

> Hi Dana,
> ?
> I hope you had a great weekend.? I wanted to confirm our meeting with you and your team next Tuesday in Seattle.? ███ I figure we can do a working lunch.? I am happy to cover the cost of the catering if you have someone you want me to work with on that.
> ?
> I look forward to meeting you and the team!!
> ?
> Thanks!!
> Kasia
> ?
> **Kasia Hanson**
> **Pixar Account Manager**
> **Intel Corporation**
> **Cell: 408.656.0464**
> **Office: 925.960.0652**
> **kasia.l.hanson@intel.com**

2 3 S6. 41

DOJ-PIX-00003715

PIX00002134

From:	Hanson, Kasia L <kasia.l.hanson@intel.com>
Sent:	Monday, February 12, 2007 2:34 PM
To:	Greg Brandeau <brandeau@pixar.com>; John Kirkman <jwk@pixar.com>; Kiril Vidimce <vkire@pixar.com>
Subject:	RE: [Fwd: Intel's Discrete Graphics Plans]

Hi guys,

Quick update... ██
██
███████████████████████████████████

Can you let me know how who at Pixar we should include. I can work on the scheduling with Heidi.   I'm thinking we would do this at your site.

Thanks!

Kasia

From: Greg Brandeau [mailto:brandeau@pixar.com]
Sent: Wednesday, February 07, 2007 8:27 PM
To: Hanson, Kasia L; John Kirkman; Kiril Vidimce
Subject: [Fwd: Intel's Discrete Graphics Plans]

Hi Kasia,

Can you find the right person to give us information about this?

-gtb

-------- Original Message --------
Subject:Intel's Discrete Graphics Plans
   Date:Wed, 07 Feb 2007 20:09:33 -0800 (PST)
  From:Kiril Vidimce <vkire@pixar.com>
    To:John Kirkman <jwk@pixar.com>, Greg Brandeau <brandeau@pixar.com>

http://www.vr-zone.com/?i=4605

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KV
--
_____

   Pixar Animation Studios   http://www.pixar.com/

2356.42

From:	Hanson, Kasia L <kasia.l.hanson@intel.com>
Sent:	Monday, February 12, 2007 2:08 PM
To:	Dana Batali <dana@pixar.com>
Subject:	LRB Discussions

Hi Dana,

I hope all is well! I was at our sales conference last week where there was much discussion around ███████████████. Our Larrabee team has requested a follow up meeting with you guys to discuss ████████

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Thanks much!!
Kasia

Kasia Hanson
Pixar Account Manager
Intel Corporation
Cell: 408.656.0464
Office: 925.960.0652
kasia.l.hanson@intel.com

23 SL.43

From: Dana Batali <dana@pixar.com>
Sent: Thursday, February 22, 2007 11:42 AM
To: Kiril Vidimce <vkire@pixar.com>
Subject: Fwd: LRB Discussions

Kiril — a couple of things

1 — I'd like to get you up here for a couple days to kick of your new position in our group.? I believe we're closing in on the start date.. I need to know if there are any extenuating circumstances wrt the transition...

2 — Kasia Hanson @ intel proposed a seattle visit on 2/22... We declined and I haven't heard back with a counter proposal...

thx, Dana

Begin forwarded message:

> From: Dana Batali <dana@pixar.com>
> Date: February 18, 2007 2:53:00 PM PST
> To: "Hanson, Kasia L" <kasia.l.hanson@intel.com>
> Subject: Re: LRB Discussions
>
> Kasia — sorry for the delay responding.? We're in a big crunch right now and I don't think the 2/22 date will work with us... We're happy to reschedule for a later time... I anticipate the big crunch being behind us around 3/1....
>
> cheers, Dana
>
> On Feb 12, 2007, at 11:08 AM, Hanson, Kasia L wrote:
>
>> Hi Dana,
>> ?
>> I hope all is well!? I was at our sales conference last week where there was much discussion around ████████████.? Our Larrabee team has requested a follow up meeting with you guys to discuss ████████████
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>> ?
>> Thanks much!!
>> Kasia
>> ?
>> **Kasia Hanson**
>> **Pixar Account Manager**
>> **Intel Corporation**

2356.44

Cell: 408.656.0464
Office: 925.960.0652
kasia.l.hanson@intel.com
?
?

DOJ-PIX-00003719

2356.45

PIX00002138

From:	Kiril Vidimce <vkire@pixar.com>
Sent:	Wednesday, March 7, 2007 7:53 PM
To:	Dana Batali <dana@pixar.com>; Jonathan Shade <shade@pixar.com>; Mark Leone <mleone@pixar.com>
Cc:	Greg Brandeau <brandeau@pixar.com>
Subject:	Notes from the Intel meeting

Today we had our meeting with Intel. We were mislead to believe that this meeting would be about a low-end discrete graphics product but the meeting actually ended up being very interesting (I talked to Kasia about having a repeat of this meeting up in Seattle).

Jonathan did participate over the phone, though and here is a quick summary of what went on.

2356.47

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Jonathan, please chime in if I missed anything.

KV

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Pixar Animation Studios   http://www.pixar.com/

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DOJ-PIX-00003721

PIX00002140

From:	Prajapati, Ranna H <ranna.h.prajapati@intel.com>
Sent:	Thursday, June 28, 2007 12:17 PM
To:	dana@pixar.com
Cc:	Zero, Jose <jose.zero@intel.com>
Subject:	RE: Notes/action items captured from 6/21 Intel Technology Update meeting

Hi Dana,

Once again, my sincere apologies for getting the meeting minutes out a week later as it's been very hectic in getting up to speed on Pixar. I want to make sure I continue all the good work Kasia has done to date moving forward. It was a pleasure to meet you via phone and I would love to make the trip up to Seattle over the next month or two with Jose and Ram to meet you in person. I figured this also may be a great opportunity to get a better of understanding of future Renderman plans and how Intel can assist with that effort moving forward.

I'm working on scheduling follow up meetings with our folks for the deeper dive discussion on your topics of interest. In doing so, could you provide me with your availability for a call over the next few weeks so that I can coordinate on our side accordingly? Or, if I am supposed to be working with your admin to set this up I'll be more than happy to do that as well...just let me know.

Please let me know if there is any additional information outside of the below action items you need at this time and I will be more than happy to provide.

Kind Regards,
Ranna Prajapati
 Enterprise Account Manager
Enterprise Solution Sales
 Office: 916.356.2758
 Mobile: 916.769.2231
 E-mail: ranna.h.prajapati@intel.com

From: Prajapati, Ranna H
Sent: Thursday, June 28, 2007 8:34 AM
To: brandeau@pixar.com; dana@pixar.com; John Kirkman
Cc: Zero, Jose; Metzger, Thomas; Chrysos, George; Ramanujam, Ram; Bautista, Jerry R; Prajapati, Ranna H
Subject: Notes/action items captured from 6/21 Intel Technology Update meeting

All,

Attached are my notes from last week and associated action items requiring follow-up. Please let me know if I've missed anything and I realize the information I captured on the 10 bit color correct maybe incorrect therefore apologies in advance as I was trying to research this topic a bit more...

Regards,
Ranna

Attendees:
Pixar
Greg Brandeau
Dana Batali
John Kirkman

Intel
Jerry Bautista
George Chrysos

2356.48

DOJ-PIX-00003722

PIX00002141

Tom Metzger
Ram Ramanujam
Jose Zero
Ranna Prajapati

Notes:

[redacted]

NVIDA Unveils Tesla Supercomputing GPU's

NVIDIA announced a new line of processors based on a completely different kind of graphics processing unit (GPU). Under the NVIDIA Tesla brand, NVIDIA will offer a family of GPU computing products that will place the power previously available only from supercomputers in the hands of every scientist and engineer. Today's workstations will be transformed into "personal supercomputers."

High-performance computing in fields like the geosciences, molecular biology, and medical diagnostics enable discoveries that transform billions of lives every day. Universities, research institutions, and companies in these and other fields face a daunting challenge: as their simulation models become exponentially complex, so does their need for vast computational resources.

"Today's science is no longer confined to the laboratory; scientists employ computer simulations before a single physical experiment is performed. This fundamental transition to computational methods is forging a new path for discoveries in science and engineering," said Jen-Hsun Huang, president and CEO of NVIDIA. "By dramatically reducing computation times, in some cases from weeks to hours, NVIDIA Tesla represents the single most significant disruption the high-performance computing industry has seen since Cray 1's introduction of vector processing."

The Tesla family of GPU computing solutions span PCs to large scale server clusters. The new family includes:

- ***NVIDIA Tesla GPU Computing Processor**, a dedicated computing board that scales to multiple Tesla GPUs inside a single PC or workstation. The Tesla GPU features 128 parallel processors, and delivers up to 518 gigaflops of parallel computation. The GPU Computing processor can be used in existing systems partnered with high-performance CPUs.*
- ***NVIDIA Tesla Deskside Supercomputer**, a scalable computing system that includes two*

NVIDIA Tesla GPUs and attaches to a PC or workstation through an industry-standard PCI-Express connection. With multiple deskside systems, a standard PC or workstation is transformed into a personal supercomputer, delivering up to 8 teraflops of compute power to the desktop.

- **NVIDIA Tesla GPU Computing Server**, *a 1U server housing up to eight NVIDIA Tesla GPUs, containing more than 1000 parallel processors that add teraflops of parallel processing to clusters. The Tesla GPU Server is the first server system of its kind to bring GPU computing to the datacenter.*

Computing on NVIDIA Tesla is now available to any software developer through the world's only C-language development environment for the GPU. NVIDIA CUDA is a complete software development solution that includes a C-compiler for the GPU, debugger/profiler, dedicated driver, and standard libraries. CUDA simplifies parallel computing on the GPU by using the standard C language to create programs that process large quantities of data in parallel. Programs written with CUDA and run on Tesla are able to process thousands of threads simultaneously, providing high computational throughput to enable the GPU to quickly solve complex, computational problems. The NVIDIA CUDA development environment is currently supported on the Linux and Microsoft Windows XP operating systems.

Most applications that require massive compute power can leverage the power of NVIDIA Tesla to make parallel computing power more pervasive and affordable. CUDA's recent success can be seen in both the academic and the application development communities. In addition to adoption by leading universities that are pioneering new courses in parallel computing, CUDA is being actively used by thousands of developers and scientists in applications from molecular simulation to seismic analysis to medical device design.

Ranna Prajapati
Enterprise Account Manager
Enterprise Solution Sales
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Mobile: 916.769.2231
E-mail: ranna.h.prajapati@intel.com

2356.50

DOJ-PIX-00003724

PIX00002143

From:	Dana Batali <dana@pixar.com>
Sent:	Monday, August 13, 2007 8:16 PM
To:	Wayne Wooten <wlw@pixar.com>; Jonathan Shade <shade@pixar.com>; Kiril Vidimce <vkire@pixar.com>
Subject:	Fwd: Update on Ram's Renderman activities and follow up Larrabee discussion

Begin forwarded message:

> **From:** "Prajapati, Ranna H" <ranna.h.prajapati@intel.com>
> **Date:** August 9, 2007 2:01:51 PM PDT
> **To:** dana@pixar.com
> **Cc:** "Prajapati, Ranna H" <ranna.h.prajapati@intel.com>, "Zero, Jose" <jose.zero@intel.com>
> **Subject: Update on Ram's Renderman activities and follow up Larrabee discussion**

Hi Dana,

I hope Siggraph went well! · I wanted to provide an update on our conversation we had back in July regarding ███████████████████

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Timing for the first meeting we were thinking towards the end of August; dates that work on our side Thurs 8/23, or the following week Tues 8/28, Wed 8/29, or Thurs 8/30. · Please let me know which of

these dates work for you and your team and I壇 be more than happy to schedule something accordingly. ·
Also, let me know if you have any questions.

Thanks!
-Ranna

.

From: · Prajapati, Ranna H ·
Sent: · Wednesday, July 11, 2007 10:46 AM
To: · 'dana@pixar.com'
Subject: · Thanks for taking my call yesterday!
☐
Hi Dana,

.

It was good to catch up with you yesterday and thank you so much for bringing me up to speed on
RenderMan efforts to date. · A few of the follow up action items I had were:

.

-        ███████████████████████████ ███ █████████████████

-        circle back with you beginning of August to schedule date/time for follow up Larrabee discussion
and associated topics

.

Please let me know if there痴 any assistance you need from Intel as you prepare for SIGGRAPH just let me
know (demos, hardware, etc.).

.

Regards,
Ranna Prajapati
Enterprise Account Manager
Enterprise · Solution Sales
Office: 916.356.2758
Mobile: 916.769.2231
E-mail: · ranna.h.prajapati@intel.com
☐

2356.52

DOJ-PIX-00003726

PIX00002145

From:	Prajapati, Ranna H <ranna.h.prajapati@intel.com>
Sent:	Thursday, August 16, 2007 2:24 PM
To:	Dana Batali <dana@pixar.com>
Subject:	RE: Update on ███████████████ and follow up Larrabee discussion

Thx for helping confirm logistics on your side! So yes, Seattle, Thurs Aug 30th @9am.

I had to confirm the proposed agenda internally with our content experts before getting back to you so sorry the delay:

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Does the above sound good to you? Do I need to add/subtract topics? Let me know if I've missed something critical you wanted to discuss and I'll revise as I want to ensure this is a productive meeting. And no problem having Kiril attend via phone (I will set up a dial in number).

Intel attendees: Doug Carmean (director/chief architect of Visual Computing Group), George Chrysos (lead architect of Larrabee 2), Eric Sprangle (lead performance architect), Larry Seiler OR Jay Wilkinson (graphics architects/experts), Ranna Prajapati. Currently 5 folks in person for now, but may change if people can't make it up there for some reason. I will let you know the final count that week.

I will go ahead and send out a calendar invite containing the agenda, logistics, and dial in information. Once again, thanks so much for helping coordinate on your side!

Rgds, Ranna

From: Dana Batali [mailto:dana@pixar.com]
Sent: Wednesday, August 15, 2007 3:16 PM
To: Prajapati, Ranna H
Subject: Re: Update on Ram's Renderman activities and follow up Larrabee discussion

Okay, so to summarize:

Seattle, Thurs, Aug 30, 9am..
Pixar attendees: Jonathan Shade, Wayne Wooten, Dana Batali, Kiril Vidimce

As soon as you have a suggested agenda and the list of Intel attendees, please forward.

Regarding Kiril: he would like to "attend" a part of the conversation via conf call from emeryville. Please let me know if that presents a problem from an intel-security POV.

thx! Dana

On Aug 15, 2007, at 2:55 PM, Prajapati, Ranna H wrote:

23Sh.53

DOJ-PIX-00003727

PIX00002146

9am works for us if it works on your side.   Thx, Ranna

From: Dana Batali [mailto:dana@pixar.com]
Sent: Wednesday, August 15, 2007 1:07 PM
To: Prajapati, Ranna H
Subject: Re: Update on Ram's Renderman activities and follow up Larrabee discussion

Yes, Seattle. We can start as early as is convenient for you all.   9am? 10am?

thx, Dana

On Aug 15, 2007, at 12:37 PM, Prajapati, Ranna H wrote:

Oh, one more question... I wanted to confirm with you we're meeting with you in Seattle, correct? I just wanted to double check prior to everyone making travel arrangements.

Thx, Ranna

From: Dana Batali [mailto:dana@pixar.com]
Sent: Wednesday, August 15, 2007 12:22 PM
To: Prajapati, Ranna H
Subject: Re: Update on Ram's Renderman activities and follow up Larrabee discussion

How about morning? Shall I have sandwiches brought in?

thx, Dana
On Aug 15, 2007, at 12:18 PM, Prajapati, Ranna H wrote:

Hi Dana,

Thursday Aug 30th works for us. Does morning or afternoon work better on your side? We can do either...

Thx,
Ranna

From: Dana Batali [mailto:dana@pixar.com]
Sent: Wednesday, August 15, 2007 11:43 AM
To: Prajapati, Ranna H
Subject: Re: Update on Ram's Renderman activities and follow up Larrabee discussion

Ranna - how does Aug 30 work for your team?

thx, Dana

On Aug 14, 2007, at 9:07 AM, Prajapati, Ranna H wrote:

2356. 54

No worries as I figured you were busy wrapping up SIGGRAPH. Last week of August works on our side as well. When you have date(s) figured out just let me know and no worries.

Thanks!

Regards,
Ranna

From: Dana Batali [mailto:dana@pixar.com]
Sent: Tuesday, August 14, 2007 9:06 AM
To: Prajapati, Ranna H
Subject: Re: Update on Ram's Renderman activities and follow up Larrabee discussion

Hi Ranna - sorry for the delay - I need to synchronize with some folks today.   Right now, the last week of August looks preferable and I'll propose a specific date later on today.

Hope that's okay.

cheers, Dana

On Aug 13, 2007, at 4:53 PM, Prajapati, Ranna H wrote:

Hi Dana,

Don't mean to bug you however I wanted to follow up with you to understand if any of the meeting dates mentioned below (Thurs 8/23, or the following week Tues 8/28, Wed 8/29, or Thurs 8/30) would work for a follow up ███████ ████████████████ discussion? Because some folks need to make travel arrangements and we're trying to accommodate the 14 day advance purchase of airline tickets as best as possible.

Thanks!

Regards,
Ranna

From: Prajapati, Ranna H
Sent: Thursday, August 09, 2007 2:02 PM
To: 'dana@pixar.com'
Cc: Prajapati, Ranna H; Zero, Jose
Subject: Update on Ram's Renderman activities and follow up Larrabee discussion

Hi Dana,

I hope Siggraph went well! I wanted to provide an update on our conversation we had back in July regarding and update on ██████████████████████████████████████:

██

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[REDACTED]

Timing for the first meeting we were thinking towards the end of August; dates that work on our side Thurs 8/23, or the following week Tues 8/28, Wed 8/29, or Thurs 8/30. Please let me know which of these dates work for you and your team and I'd be more than happy to schedule something accordingly. Also, let me know if you have any questions.

Thanks!
-Ranna

From: Prajapati, Ranna H
Sent: Wednesday, July 11, 2007 10:46 AM
To: 'dana@pixar.com'
Subject: Thanks for taking my call yesterday!

Hi Dana,

It was good to catch up with you yesterday and thank you so much for bringing me up to speed on [REDACTED]

[REDACTED]

Please let me know if there's any assistance you need from Intel as you prepare for SIGGRAPH just let me know (demos, hardware, etc.).

Regards,
Ranna Prajapati
Enterprise Account Manager
Enterprise Solution Sales
Office: 916.356.2758
Mobile: 916.769.2231
E-mail: ranna.h.prajapati@intel.com

2356.54

From:	Kiril Vidimce <vkire@pixar.com>
Sent:	Thursday, August 16, 2007 4:52 PM
To:	Dana Batali <dana@pixar.com>
Subject:	Re: Fwd: In Depth Larrabee Update

Can we ask if we could get the slides before the presentation so that
we can more easily follow what's going on? Mark may be interested in
conferencing in as well.

KV

On Thu, 16 Aug 2007, Dana Batali wrote:
> Begin forwarded message:
>
> > From: "Prajapati, Ranna H" <ranna.h.prajapati@intel.com>
> > Date: August 16, 2007 11:41:13 AM PDT
> > To: Dana Batali <dana@pixar.com>, "Chrysos, George"
> > <george.chrysos@intel.com>, "Carmean, Douglas M"
> > <douglas.m.carmean@intel.com>, "Sprangle, Eric"
> > <eric.sprangle@intel.com>, "Wilkinson, Jay C"
> > <jay.c.wilkinson@intel.com>, "Seiler, Larry"
> > <larry.seiler@intel.com>, "Sprangle, Eric" <eric.sprangle@intel.com>
> > Subject: In Depth Larrabee Update
> >
> > When: Thursday, August 30, 2007 9:00 AM-1:00 PM (GMT-08:00) Pacific
> > Time (US & Canada).
> > Where: 506 Second Avenue, Suite 640, Seattle WA 98104
> >
> > *~*~*~*~*~*~*~*~*~*
> >
> > Agenda (total time for meeting may vary depending on how in-depth
> > we get):
> >
> > -

> >
> > Please forward this invite as needed.
> >
> > Regards,
> > Ranna
> >
> >
> >

KV
--
_____

Pixar Animation Studios   http://www.pixar.com/

2356.57

From: Dana Batali <dana@pixar.com>
Sent: Thursday, August 30, 2007 11:21 AM
To: Kiril Vidimce <vkire@pixar.com>; Jonathan Shade <shade@pixar.com>; Per
              Christensen <per@pixar.com>
Subject: Fwd: In Depth Larrabee Update

Begin forwarded message:

> **From:** "Prajapati, Ranna H" <ranna.h.prajapati@intel.com>
> **Date:** August 28, 2007 3:22:55 PM PDT
> **To:** Dana Batali <dana@pixar.com>, vkire@pixar.com, "Chrysos, George" <george.chrysos@intel.com>, "Carmean,
> Douglas M" <douglas.m.carmean@intel.com>, "Sprangle, Eric" <eric.sprangle@intel.com>, "Wilkinson, Jay C"
> <jay.c.wilkinson@intel.com>, "Seiler, Larry" <larry.seiler@intel.com>, "Sprangle, Eric"
> <eric.sprangle@intel.com>, "Stoll, Gordon" <gordon.stoll@intel.com>, "Junkins, Stephen" <stephen.junkins@intel.com>
> **Cc:** "Ramanujam, Ram" <ram.ramanujam@intel.com>
> **Subject: In Depth Larrabee Update**

When: Thursday, August 30, 2007 9:00 AM-1:00 PM (GMT-08:00) Pacific Time (US & Canada).
Where: 506 Second Avenue, Suite 640, Seattle WA· 98104

~~*~*~*~*~*~*~*

Agenda (total time for meeting may vary depending on how in-depth we get):

Please forward this invite as needed.· I've created a Microsoft Live Meeting session as the material
presented in this meeting can not be sent via email but I will be able to share via Live Meeting.

Regards,
Ranna

Thursday, August 30, 2007, 09:00 AM US Pacific Time
916-356-2663, 8-356-2663, Bridge: 4, Passcode: 9475132
Live Meeting: https://webjoin.intel.com/?passcode=9475132

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Click to Join Live Meeting

Ranna H Prajapati has invited you to attend a Live Meeting.

2356.58

DOJ-PIX-00003732

PIX00002151

https://www.livemeeting.com/cc/intel/join?id=NBW4XP&role=attend&pw=P%7D%2Bgp77%3Ff

ꞁ Subject: In Depth Larrabee Update
ꞁ Meeting URL: https://www.livemeeting.com/cc/intel/join
ꞁ Meeting ID: NBW4XP
ꞁ Meeting Key: P}+gp77?f
ꞁ Role: Attendee

FIRST TIME USERS: To save time before the meeting, check your system to make sure it is compatible
with Microsoft Office Live Meeting: http://go.microsoft.com/fwlink/?linkid=52354

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Information Security Reminder: Online meetings using this tool may include non-Intel participants. This product is approved for public and Intel
Confidential material only. Classified material labeled Intel Secret, Restricted Secret, and Top Secret are not allowed. Please remember to
protect information assets, and share information only on a need to know basis under the appropriate non-disclosure agreements.

This is the Attendee invitation.

Information contained in this message should be sent to all Attendees.

2356.59

DOJ-PIX-00003733

PIX00002152

From:	Prajapati, Ranna H <ranna.h.prajapati@intel.com>
Sent:	Tuesday, September 4, 2007 9:43 PM
To:	Dana Batali <dana@pixar.com>; Kiril Vidimce <vkire@pixar.com>
Cc:	Carmean, Douglas M <douglas.m.carmean@intel.com>; Chrysos, George <george.chrysos@intel.com>; Stoll, Gordon <gordon.stoll@intel.com>; Junkins, Stephen <stephen.junkins@intel.com>; Rost, Randi <randi.rost@intel.com>; Seiler, Larry <larry.seiler@intel.com>; Wilkinson, Jay C <jay.c.wilkinson@intel.com>; Sprangle, Eric <eric.sprangle@intel.com>; Ramanujam, Ram <ram.ramanujam@intel.com>; Prajapati, Ranna H <ranna.h.prajapati@intel.com>
Subject:	8/30/07 Pixar/Intel Larrabee Discussion Meeting Minutes

Hi Everyone,

Sorry for the delay in getting these out but below are the composite notes from last Thursday's meeting... there are a few follow up items mentioned below in the "Action Item" section. Apologize in advance for capturing anything incorrectly and please forward this to Wayne, Pierre, and Jon as I do not have their email addresses.

Thanks!

Regards,
Ranna

Attendees:
Pixar: Dana Batali, Wayne Wooten, Jonathon Shade, Pierre Christensen, Kiril Vidimce
Intel: Doug Carmean, George Chrysos, Gordon Stoll, Steve Junkins, Larry Seiler, Jay Wilkinson, Ram Ramanujam, Ranna Prajapati

Notes:

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Confidential Pursuant to 15 U.S.C. §§ 1311 et seq.   DOJ-PIX-00003737

CONFIDENTIAL -- ATTORNEYS' EYES ONLY   2356.63   PIX00002156

Ranna Prajapati
Enterprise Account Manager
Enterprise Solution Sales
Office: 916.356.2758
Mobile: 916.769.2231
E-mail: ranna.h.prajapati@intel.com

2356.64

From: Brian Smits <bes@pixar.com>
Sent: Thursday, October 25, 2007 2:22 PM
To: rman-dev <rman-dev@pixar.com>
Subject: Larabee

The Larabee information was pretty interesting. All NDA within Pixar obviously.

Brian

From: Chris Ford <cford@pixar.com>
Sent: Thursday, November 15, 2007 5:06 PM
To: Ed Catmull <ec@pixar.com>; Ali Rowghani <ali@pixar.com>
Cc: Dana Batali <dana@pixar.com>; Chris Ford <cford@pixar.com>
Subject: RenderMan Update...

Hello Ed, Ali,

We would like to briefly update you on the progress we have made since our RenderMan strategy meeting on 09/06/07.

In January, we would like to brief you in more detail on our progress along with an updated overview of the rendering competitive environment and business outlook taking these initiatives into account.

Chris, Dana,

Chris Ford
Business Director - RenderMan
Pixar Animation Studios
Tel: (510) 922 4310
email: cford@pixar.com

2356. 66

From:	Dana Batali <dana@pixar.com>
Sent:	Wednesday, November 28, 2007 7:51 PM
To:	Rost, Randi <randi.rost@intel.com>
Cc:	Wayne Wooten <wlw@pixar.com>; Prajapati, Ranna H <ranna.h.prajapati@intel.com>; Doss, Joshua A <joshua.a.doss@intel.com>
Subject:	Re: Larrabee docs

Hi Randi - glad to hear things are coming into focus here. I'm in London this week on biz and hope that Wayne can faciliate the gathering of address information. If not, I can assist starting around next Tuesday.

thx, Dana

On Nov 26, 2007, at 11:48 AM, Rost, Randi wrote:

> Hi Wayne and Dana –
>
> I believe that I have finally sorted through all the Intel internal systems and we have gotten the necessary legal documents in place in order to share some Larrabee technical documents with you. Can you provide me with shipping addresses for the people that you listed as recipients of these documents, namely:
> - Dana Batali
> - Wayne Wooten
> - Jonathan Shade
> - Per Christensen
> - Kiril Vidimice
> - Brian Smits
>
> I will order the docs as soon as I get the shipping addresses. Thanks!
>
> Randi

2356. 67

From:	Dana Batali <dana@pixar.com>
Sent:	Friday, November 30, 2007 4:51 AM
To:	Rost, Randi <randi.rost@intel.com>
Cc:	Wayne Wooten <wlw@pixar.com>; Prajapati, Ranna H <ranna.h.prajapati@intel.com>; Brian Smits <bes@pixar.com>; Doss, Joshua A <joshua.a.doss@intel.com>; Croteau, Christopher C <christopher.c.croteau@intel.com>
Subject:	Re: Larrabee efforts

Hi Randi — I'm on the road this week, back in the office on Tuesday. ·Here's some top-of-the-head answers:

thx, Dana

On Nov 29, 2007, at 4:11 PM, Rost, Randi wrote:

I wanted to see if we can reach clarity on a couple of points:

Thanks,

Randi

From:	Kiril Vidimce <vkire@pixar.com>
Sent:	Thursday, February 14, 2008 5:47 PM
To:	tools@pixar.com; tools-friends@pixar.com; png-friends@pixar.com; msgs <msgs@pixar.com>; Julian Fong <jfong@pixar.com>; Mark Leone <mleone@pixar.com>; Brenden Schubert <schubert@pixar.com>
Subject:	Goodbye

After almost 8 (insert your favorite synonym for "amazing") years at
Pixar, I've decided to try something new and pursue other interests
outside of the fun world of movies. :-)

I'll be joining Neoptica, a startup that Intel recently bought. I'll
be helping out with Intel's push into the high end 3D graphics with
their Larrabbee chip and figuring out fun ways to do interactive
rendering on a brand new and highly parallel architecture. I'll be
working out of Neoptica's office in downtown SF, so, I will remain in
the area for the time being.

Tomorrow is my last day at Pixar. Pixar will always remain my "home
away from home", so, I am sure I will stop by on a fairly regular
basis to say "hi," try the latest menu item at the Luxo Cafe and maybe
even do a game or two of soccer.

I plan to be hanging out at the beer bash tomorrow, so, if you wanna
say goodbye, please stop by.

Cheers!
Kiril
vkire@vidimce.org
415-948-9068 (cell)

2356.69

From:	Prajapati, Ranna H <ranna.h.prajapati@intel.com>
Sent:	Monday, April 28, 2008 1:12 PM
To:	Wayne Wooten <wlw@pixar.com>; Brian Smits <bes@pixar.com>; Zero, Jose <jose.zero@intel.com>; Ramanujam, Ram <ram.ramanujam@intel.com>; Mackay, David R <david.r.mackay@intel.com>; Iyer, Pad <pad.iyer@intel.com>; Oneill, John J <john.j.oneill@intel.com>; Doss, Joshua A <joshua.a.doss@intel.com>; Kolb, Craig <craig.kolb@intel.com>; D'mello, Michael <michael.d'mello@intel.com>; Robison, Arch <arch.robison@intel.com>; Rost, Randi <randi.rost@intel.com>; Plumb, Jason <jason.plumb@intel.com>; Congdon, Charles W <charles.w.congdon@intel.com>
Cc:	Dana Batali <dana@pixar.com>; Muwafi, Tarik A <tarik.a.muwafi@intel.com>; Prajapati, Ranna H <ranna.h.prajapati@intel.com>
Subject:	Pixar/Intel Meeting Minutes 4/25/08

Scalability/Tools Meeting Attendees:

Pixar: Brian (Wayne out on vacation)

Intel: Ranna, Pad, Arch, John, Ram, David

Notes:

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Larrabee Meeting Attendees:

Pixar: Brian

Intel: Ram, Pad, Ranna, Joss, John O'Neill, Craig

Notes:

- Sent Brian a zen update

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- Don't have much to report, but should have something soon

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From:	Mark Leone <mleone@pixar.com>
Sent:	Friday, May 16, 2008 1:09 PM
To:	msgs <msgs@pixar.com>; tools@pixar.com; tools-friends@pixar.com; rmantalk@pixar.com; rman-dev@pixar.com
Subject:	Goodbye

Goodbye everybody! Today is my last day. I'm sad to be leaving Pixar, but I'm excited about my new job, working on interactive rendering for the new Larrabee architecture at Intel (with Craig Kolb, Matt Pharr, Kiril Vidimce, and others).

Being at Pixar has a great experience, and I'll miss everyone I've had a chance to work with and talk to over the last six years.

- Mark

P.S. my new email address is mark.leone@intel.com, and my personal email address is markleone@gmail.com.

2356.72

From:	Greg Brandeau <brandeau@pixar.com>
Sent:	Tuesday, June 24, 2008 7:27 PM
To:	Prajapati, Ranna H <ranna.h.prajapati@intel.com>
Subject:	Re: Confirming agenda for 6/27 Friday meeting w/Justin Rattner

Hi Ranna,

The list looks good.

I just chatted with Justin and his wife and we are looking forward to Friday.

See you Friday!

-gtb

Sent from my Curve

-----Original Message-----
From: "Prajapati, Ranna H" <ranna.h.prajapati@intel.com>

Date: Tue, 24 Jun 2008 16:03:54
To:Greg Brandeau <brandeau@pixar.com>
Subject: Confirming agenda for 6/27 Friday meeting w/Justin Rattner

Hi Greg,

Hope things are going well and now that Wall-E is wrapped up hopefully you can take a breather! I wanted to confirm the agenda for this Friday's meeting with Justin and see if you had any additional topics in particular you wanted to discuss? I have down the following:

-    Hardware ecosystem, current and futures trends (20-25 minutes)
-    Software ecosystem, current and futures trends (20-25 minutes)
-    Open discussion on other topics (IP, Larrabee, SSD, etc.) (20-25 minutes)

Let me know if there is anything that needs to be added/subtracted from the above agenda items.

Thanks!

Regards,
Ranna Prajapati
Enterprise Account Manager
Enterprise Solution Sales
Office: 916.356.2758
Mobile: 916.769.2231
E-mail: <mailto:ranna.h.prajapati@intel.com> ranna.h.prajapati@intel.com

2356.73

From:	Prajapati, Ranna H <ranna.h.prajapati@intel.com>
Sent:	Wednesday, July 9, 2008 7:39 PM
To:	Greg Brandeau <brandeau@pixar.com>; John Kirkman <jwk@pixar.com>; Rattner, Justin <justin.rattner@intel.com>; Paranjape, Ketan <ketan.paranjape@intel.com>; Hurley, Jim <jim.hurley@intel.com>
Cc:	Noufer, Martin A <martin.a.noufer@intel.com>; Prajapati, Ranna H <ranna.h.prajapati@intel.com>
Subject:	Notes and Action Items from Pixar/Intel 6/27 meeting

All,

I apologize for the delay in getting these notes out as I was traveling all of last week and took some time off. Please let me know if there are any questions.

Regards,
Ranna

Attendees:
Pixar: Greg Brandeau, John Kirkman, Eben
Intel: Justin Rattner, Jim Hurley, Marty Noufer, Ranna Prajapati

Notes:

Action Items:

2356.74

DOJ-PIX-00003748

PIX00002167

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Mobile: 916.769.2231
E-mail: ranna.h.prajapati@intel.com

2356.75

DOJ-PIX-00003749

PIX00002168

From: Dana Batali <dana@pixar.com>
Sent: Monday, August 25, 2008 2:13 PM
To: rmandev@pixar.com
Subject: Fwd: [Fwd: Re: Larrabee disclosure]

Begin forwarded message:

From: Greg Brandeau <brandeau@pixar.com>
Date: August 25, 2008 11:10:08 AM PDT
To: Dana Batali <dana@pixar.com>, Christopher Ford <cford@pixar.com>
Subject: [Fwd: Re: Larrabee disclosure]

FYI.

—gtb

————— Original Message —————
   Subject: Re: Larrabee disclosure
     Date: Mon, 25 Aug 2008 09:52:56 —0700
     From: Tony DeRose <derose@pixar.com>
       To: Mark Meyer <mmeyer@pixar.com>, Rob Cook <rob@pixar.com>, Brad Andalman
           <andalman@pixar.com>, amohr@pixar.com, dyu@pixar.com, Dirk Van Gelder
           <gelder@pixar.com>, arw@pixar.com, spiff@pixar.com, polson@pixar.com, Guido
           Quaroni <guido@pixar.com>, apurva@pixar.com, David Baraff <deb@pixar.com>,
           mkraemer@pixar.com, mplanck@pixar.com, Greg Brandeau <brandeau@pixar.com>,
           Gordon Cameron <gocam@pixar.com>, Eben Ostby <efo@pixar.com>, rao@pixar.com, t-
           research@pixar.com
References: <978599B1D7FC194699A37BD85B4BB3A1014C1BC2@orsmsx418.amr.corp.intel.com>

Hi Gang:

We are currently leaning toward having Kiril and friends visit on Sept 9 at 10am. If
you desperately want to hear what they have to say but can't make it then, please let me know.

Tony

On Aug 19, 2008, at 2:25 PM, Vidimce, Kiril wrote:

   Hi guys,

   I got to talk to many of you at SIGGRAPH about Larrabee and it seemed like there was a lot of
   interest in learning more about it. The RenderMan group has already been disclosed on Larrabee
   multiple times and in fact ██
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I am sending this e-mail to a list of people based on my SIGGRAPH discussions with Pixar folk and a random sample of others that I think may find this disclosure useful (hopefully I am remembering the logins correctly and I won稚 get any bounces). Please do spread the word around.

If there is an interest in making this disclosure happen, it would be useful to have one contact person from Pixar痴 side that I could talk to about logistics and can make conference room/projector arrangements and such.

As far as the actual date and time, we are relatively flexible. Our constraints are: can稚 do this week, August 28/29 or any Wednesday in general.

To start the ball rolling, how about September 4th (Thursday) at 10 am or September 9th (Tuesday) also at 10 am?

Thanks,
Kiril

2356.77

DOJ-PIX-00003751

PIX00002170

From: Dana Batali <dana@pixar.com>
Sent: Tuesday, August 26, 2008 4:23 PM
To: Greg Brandeau <brandeau@pixar.com>
Cc: Chris Ford <cford@pixar.com>
Subject: Re: Intel and DreamWorks

Greg - I got your voicemail and would definitely not put this too high a concern just as you surmise. Definitely good that we're all aware of this potential conflict but not cause for significant negative disruption on our relationship, from my POV.

cheers, Dana

On Aug 25, 2008, at 10:43 AM, Greg Brandeau wrote:

> I agree, this is a good question to ask.
>
> I have to talk with Ranna about what the Intel/Dreamworks relationship means.
>
> -gtb
>
> Dana Batali wrote:
>
>> fyi...
>>
>>
>> Begin forwarded message:
>>
>>> **From:** Jonathan Shade <shade@pixar.com>
>>> **Date:** August 25, 2008 10:36:47 AM PDT
>>> **To:** rman-dev <rman-dev@pixar.com>
>>> **Subject: Intel and DreamWorks**
>>>
>>> Scanning the monthly siggraph jobs email I found this interesting post. Intel is hiring someone to sit full-time at DreamWorks and optimize/port their code to "novel computing platforms". Perhaps this is a bit paranoid, but it seems to indicate that we exercise some caution with the information we share with the Larrabee crowd.
>>>
>>> -j
>>>
>>> http://www.creativeheads.net/jobdetails.aspx?
>>> jobID=6627&jsOrigin=12&Blast=1916

2356.78

DOJ-PIX-00003752

PIX00002171

From: Tony DeRose <derose@pixar.com>

Sent: Tuesday, October 14, 2008 10:54 AM

To: Rob Cook <rob@pixar.com>; Brandeau Greg <brandeau@pixar.com>; Kurt Fleischer
               <kurt@pixar.com>; spiff@pixar.com; Michael Kass <kass@pixar.com>; Manuel
               Kraemer <mkraemer@pixar.com>; Mark Meyer <mmeyer@pixar.com>; Alex Mohr
               <amohr@pixar.com>; Maxwell Planck <mplanck@pixar.com>; Bill Polson
               <polson@pixar.com>; Arun Rao <rao@pixar.com>; Stefan Schulze
               <sschulze@pixar.com>; apurva@pixar.com; Dirk Van Gelder <gelder@pixar.com>;
               Andy Witkin <aw@pixar.com>; Mark Adams <mra@pixar.com>; David Yu
               <dyu@pixar.com>

Cc: John Shannon <jshannon@pixar.com>

Subject: Reminder: Larrabee presentation today

Just a quick reminder that Kiril and a couple of others from Intel
will be in West 1, 10:30-12 today to talk about Larrabee.

See you there.
Tony

2356.79

CONFIDENTIAL INFORMATION TRANSMITTAL RECORD
FOR RESTRICTED SECRET INFORMATION ("RS-CITR")

RS-CITR DATE: __November 10th__ , __2008__   RS-NDA # ___RS2062827___
(Fill in Number from Executed RSNDA)

Recipient's Name: ___Pixar Animation Studios___
(Use Same Name as on RSNDA)

1200 Park Ave._____
(Location of Disclosure)

Emeryville_____   CA_____   94608_____
City   State   Zip Code

This RS-CITR covers the Restricted Secret Information (described below) the disclosure of which is intended to commence on or after the RS-CITR Date stated above. Recipient agrees that the Restricted Secret Information described below shall be kept confidential by Recipient. This RS-CITR incorporates all the terms and conditions of the Non-Disclosure Agreement for Restricted Secret Information ("RSNDA") executed by the parties.

1. Describe Restricted Secret Information disclosed by Intel: ████████████████████████
██
████████

2. List Names of Recipient's representatives receiving Intel Restricted Secret Information (Use additional sheets if necessary): **Apurva Shah, Stefan Schulze, Florian Sauer, Sigmund Vik, Dana Batali, Per Christensen, Jonathan Shade, Brian Smits, George Harker, and Wayne Wooten**

3. Intel may at any time request in writing the immediate return of all or part of its Restricted Secret Information disclosed hereunder, and all copies thereof, and Recipient shall promptly comply with such request.

4. The Restricted Secret Information may be controlled by U.S. Export Regulations, and export, re-export or foreign disclosure (including to subsidiary employees) may require U.S. Government approval. The Recipient shall not use, export, transfer, make available or otherwise disclose any Restricted Secret Information in violation of U.S. Export Regulations, including any use or development in nuclear, missile, chemical and/or biological weapons activities.

5. All other terms and conditions of the executed RSNDA shall remain in full force and effect. Nothing contained herein shall be construed as amending or modifying the terms of the RSNDA referenced above.

6. Recipient understands and acknowledges that no license under any Intel patent, copyright, maskwork, trade secret (except as expressly provided in Section 2 of the RSNDA), or other intellectual property right is granted to or conferred upon Recipient in this RS-CITR or by the disclosure of any information by Intel to Recipient as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any further license under such intellectual property rights must be express and in writing.

7. List names of Intel representatives disclosing the Intel Restricted Secret Information: __Randi Rost_____

RECIPIENT: Represented By:

___Pixar Animation Studios___   _____

(Company name, division/sub, if applicable)   Signature _/s/_____
___1200 Park Ave.___
Street Address   Printed Name __Greg Brandeau__
___Emeryville, CA 94608___
City, State, Zip Code, Country   Title __SVP of Technology__

                                   Date __12/8/8__

PLEASE SEND THIS COPY OF THE RS-CITR TO: INTEL CORPORATION; ATTN: NDA Administrator; RNB 6-46
CONFIDENTIAL   **2200 Mission College Blvd., Santa Clara, CA 95054-1549**   Rev: 11/06

DOJ-PIX-00003754

2356.80

PIX00002173

TAB D

2356.81

From:	Rost, Randi <randi.rost@intel.com>
Sent:	Friday, December 7, 2007 7:24 PM
To:	Prajapati, Ranna H <ranna.h.prajapati@intel.com>; Dana Batali <dana@pixar.com>; Wayne Wooten <wlw@pixar.com>; Brian Smits <bes@pixar.com>
Cc:	Croteau, Christopher C <christopher.c.croteau@intel.com>
Subject:	RE: Discussion of Pixar/Intel Term Sheet for Larrabee work
Attach:	Pixar Term Sheet 2007-12-07.doc

Attached for discussion is the statement of work that we've drafted. I've tried to write down much of what we've been discussing verbally, but yet keep it pretty broad. We are definitely open to changes that incorporate your requirements, and hoping we can discuss and close this pretty quickly.

Randi

From: Prajapati, Ranna H
Sent: Wednesday, December 05, 2007 6:14 PM
To: 'Dana Batali'; 'Wayne Wooten'; Brian Smits
Cc: Croteau, Christopher C; Rost, Randi
Subject: Discussion of Pixar/Intel Term Sheet for Larrabee work

Hi Dana, Wayne, and Brian,

The Larrabee team would like to review the Statement of Work with you all as soon as possible (maybe this Friday or early next week?) now that they've completed a draft for you to review. We want to make sure we are squared away in the paperwork so that we can deliver the SDK before the holidays. Hence, we're not waiting for our call on 12/14 to do this as we want to get this done as soon as possible.

If you could let me know dates/times you'd all be available I'll go ahead and set this call up.

Thanks!

Regards,
Ranna Prajapati
  Enterprise Account Manager
Enterprise Solution Sales
  Office: 916.356.2758
  Mobile: 916.769.2231
  E-mail: ranna.h.prajapati@intel.com

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DOJ-PIX-00003755

PIX00002175

From: Dana Batali <dana@pixar.com>
Sent: Tuesday, June 10, 2008 8:08 PM
To: Croteau, Christopher C <christopher.c.croteau@intel.com>
Cc: Randi Rost <randi.rost@intel.com>; Chris Ford <cford@pixar.com>; Prajapati, Ranna H <ranna.h.prajapati@intel.com>; Doss, Joshua A <joshua.a.doss@intel.com>; Brian Smits <bes@pixar.com>
Subject: Re: SDK Delivery

Hi Chris, glad to hear that Brian's work on the ████████████

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best regards,
Dana

On Jun 6, 2008, at 8:17 AM, Croteau, Christopher C wrote:

> Dana,
> I've been getting a lot of great feedback from Josh and others about
> the
> stellar work that's been going on. It made me think I should ping you
> and see if any more thought has been put into product plans and if we
> should be having business conversations as well as the ongoing
> technical
> ones.
>
> ████████████████████████████████
> ████████████████████████████████
>
> Feel free to drop me a note and let me know if you want to chat more.
>
> Christopher Croteau - C3
> VCSD Developer Relations
> Business Development
> (716) 536-0133
>
>
>
> -----Original Message-----
> From: Dana Batali [mailto:dana@pixar.com]
> Sent: Thursday, December 20, 2007 4:52 PM
> To: Rost, Randi
> Cc: Chris Ford; Croteau, Christopher C; Prajapati, Ranna H; Doss,
> Joshua
> A; Pieters, Nellie
> Subject: Re: SDK Delivery

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>
> sounds excellent!
>
> On Dec 20, 2007, at 1:42 PM, Rost, Randi wrote:
>
>> Hi Dana and Chris -
>>
>> OK, I think we're on the same page and we should in fact proceed to
>> the
>> fun part. You understand where we're coming from and we understand
>> where
>> you're coming from. Over the next couple of months both sides will
>> get
>> smarter about what is possible and what is not. If the project
>> begins to
>> look promising, we can agree to take things to the next level. For
>> now,
>> we'll get you the LRB SDK and start learning together.
>>
>> Sound good?
>>
>> Randi
>>
>> -----Original Message-----
>> From: Dana Batali [mailto:dana@pixar.com]
>> Sent: Thursday, December 20, 2007 8:09 AM
>> To: Rost, Randi
>> Cc: Chris Ford; Croteau, Christopher C; Prajapati, Ranna H; Doss,
>> Joshua
>> A; Pieters, Nellie
>> Subject: Re: SDK Delivery
>>
>> Randi - here is the paragraph of concern to our legal:
>>
>>> No contract will exist between Intel and Pixar regarding the subject
>>> matter herein until each party has signed the definitive Agreement
>>> and certain related documents containing the terms and obligations
>>> of the arrangement that is now being discussed.
>>
>>
>> It seems to imply that there is a next step in the process beyond the
>> sort of non-binding agreement implied throughout.
>>
>> While, in broad strokes the terms are generally agreeable, our legal
>> counsel suggests that we not imply in any verbal or email exchange
>> that the precise wording in the term sheet is perfectly acceptable.
>> To get to that point, we'll need to go over each sentence from a
>> legal
>> POV and this is equivalent to the activities associated with
>> negotiating a final binding agreement.
>>
>> Sentences like the following are, I guess, unacceptably vague from
>> the
>> legal point of view.
>>
>>> Pixar engineers that have worked with the Larrabee SDK will provide
>>> feedback to the Larrabee SDK development team, including first
>>> impressions that will help Intel determine whether the Larrabee SDK
>>> can successfully be provided to other external developers
>>
>>
>> I guess the definition of "help determine" would need further
>> clarification before we can reach a formal agreement.
>>
>> And so on... (sigh)

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>>
>> I'm fine with agreeing to the document in its current form as a non-
>> binding point of common reference. If that's acceptable on your side
>> then, by all means, let's proceed to the fun part!
>>
>> Regards,
>> Dana
>>
>>
>> On Dec 19, 2007, at 2:43 PM, Rost, Randi wrote:
>>
>>> Hi Dana and Chris -
>>>
>>> I'm not sure I totally understand the position you are describing,
>>> so
>>> let me try and clarify.
>>>
>>> Are you saying you agree with the term sheet as it stands as a point
>>> of
>>> common reference? And that you would be willing to move forward on
>>> collaborating as long as signatures to this document are not
>>> required?
>>> If this is the case, then yes, let's agree to move forward.
>>>
>>> Alternatively, are you saying that the term sheet as it stands is
>>> too
>>> big, bulky, legalistic, or requires modification before it can be
>>> agreed
>>> to as the point of common reference? If this is the case, is it
>>> possible
>>> to identify the terms that are causing the consternation?
>>>
>>> Bottom line is that we also want to move forward with you in
>>> starting
>>> the LRB development process. We believe that good things will happen
>>> on
>>> both sides as a result of working together on this.
>>>
>>> If you want to get on the phone to discuss, please suggest a time,
>>> or
>>> just call me (desk 970-207-5652, cell 970-214-2211).
>>>
>>> Randi
>>>
>>> -----Original Message-----
>>> From: Dana Batali [mailto:dana@pixar.com]
>>> Sent: Tuesday, December 18, 2007 4:48 PM
>>> To: Rost, Randi
>>> Cc: Chris Ford
>>> Subject: Re: SDK Delivery
>>>
>>> Randy - after a brief meeting with our legal we've run into what we
>>> hope is not an impediment. While the term sheet reflects our mutual
>>> expectations as discussed, there is an issue that from a legal/
>>> contractual POV prevents us being able to state "we agree to this
>>> term-sheet" in the form of a signed document. Essentially it is the
>>> contradiction between the apparent legal format of the term sheet as
>>> preparatory to an agreement and the statement that it is non-
>>> binding.
>>> If it is non-binding, the question is why do we need to formally
>>> agree, especially as we are already under a very tight NDA with
>>> respect to the access to Larrabee information? Our preference is to
>>> regard the term sheet as point of common reference. Let us though
>>> reiterate that..
>>>

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>>> We *would* like to work closely with Intel on the LRB SDK and
>>> development platforms.
>>> We *do* anticipate working actively to provide feedback
>>> We might be able to provide co-marketing support but can't commit to
>>> it at this point
>>> We respect all the IP you are providing in the SDK and will of
>>> course, fully abide by the terms of the existing NDAs and the
>>> additional CITR.
>>>
>>> These are the more informal terms that we can agree to. At this
>>> stage
>>> we really want to avoid this becoming too "legal". If there is a
>>> need
>>> for a formal agreement then we'll need to start the larger, slower
>>> contractual ball rolling which would unfortunately delay our
>>> participation in the SDK evaluation.
>>>
>>> I believe one of our legal staff, Bob Roden, worked with Trevor
>>> Jones
>>> on your side to get the NDA in place. Perhaps, should we need to
>>> resort to more paperwork, we'll need to get these two gentlemen
>>> involved?
>>>
>>> Sorry for the turnaround from this morning's optimism...
>>>
>>> cheers, Dana
>>>
>>> On Dec 18, 2007, at 10:02 AM, Rost, Randi wrote:
>>>
>>>> Yes, we noticed the Autodesk typo after I sent you the agreement,
>>>> sorry
>>>> about that one.
>>>>
>>>> If we have agreement on the term sheet, that is all that is
>>>> required. I
>>>> believe that Joshua and Brian are working out logistics issues.
>>>>
>>>> I guess there is one more thing, our legal guidelines stipulate
>>>> that we
>>>> should have you execute another RS-CITR. This one will include the
>>>> LRB
>>>> SDK software, tools, and docs. This is basically just an
>>>> acknowledgement
>>>> on your part of what restricted secret information was transmitted
>>>> to
>>>> you, who provided it to you, the date, and who received it. I can
>>>> create
>>>> this document and send it over to you to list recipient names and
>>>> sign.
>>>>
>>>> Thanks for your help on this!
>>>>
>>>> Randi
>>>>
>>>> -----Original Message-----
>>>> From: Dana Batali [mailto:dana@pixar.com]
>>>> Sent: Tuesday, December 18, 2007 8:38 AM
>>>> To: Rost, Randi
>>>> Cc: Brian Smits; Doss, Joshua A; Wayne Wooten; Chris Ford
>>>> Subject: Re: SDK Delivery
>>>>
>>>> Randi - Chris and I have looked it over and believe that most
>>>> (all?)
>>>> of our issues have been resolved. There was one cut-n-paste
>>>> error,

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>>>> where the name Autodesk appeared in the text. We need to run it
>>>> by
>>>> the in-house counsel, hopefully today. I expect that we'll be
>>>> prepared to green-light the termsheet as soon as today. What are
>>>> the
>>>> gating items to the SDK delivery process? If we need to get fully
>>>> executed agreements completed before Thursday, it seems rather
>>>> unlikely to occur. A signoff on the termsheet seems possible in
>>>> that
>>>> timeframe.
>>>>
>>>> cheers, Dana
>>>>
>>>> On Dec 17, 2007, at 4:50 PM, Rost, Randi wrote:
>>>>
>>>>> Have folks at Pixar had a chance to review the revised term
>>>>> sheet I
>>>>> sent
>>>>> over on Friday? Is it a better match with Pixar's expectations as
>>>>> we go
>>>>> forward?
>>>>>
>>>>> Randi
>>>>>
>>>>> -----Original Message-----
>>>>> From: Brian Smits [mailto:bes@pixar.com]
>>>>> Sent: Monday, December 17, 2007 5:42 PM
>>>>> To: Doss, Joshua A
>>>>> Cc: Rost, Randi; wlw@pixar.com; dana@pixar.com
>>>>> Subject: Re: SDK Delivery
>>>>>
>>>>>
>>>>> Hello Josh,
>>>>>
>>>>> Thursday sounds good, paperwork permitting. Morning is great.
>>>>> Any
>>>>> time after about 8:00 works for me. Given traffic out of
>>>>> Portland,
>>>>> though, 9 or 10 is probably better for you.
>>>>>
>>>>> I'm at
>>>>> 1254 SE Brookside Way
>>>>> Corvallis OR 97333
>>>>> 510-922-3591
>>>>>
>>>>> Brian
>>>>>
>>>>>
>>>>>
>>>>>
>>>>> On Dec 14, 2007, at 2:51 PM, Doss, Joshua A wrote:
>>>>>
>>>>>> Hi Brian,
>>>>>>
>>>>>>
>>>>>>
>>>>>> Running on the assumption that all this paperwork goes through,
>>>>>> I'd
>>>>>> like to schedule the delivery of the SDK for Thursday the 20th.
>>>>>> Are you available in the morning? What time is best?
>>>>>>
>>>>>>
>>>>>>
>>>>>> It shouldn't take too long, I'll drive it down there and we'll
>>>>>> basically just plug everything in and make sure there are no

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```
>>>>>> surprises.  I'll bring the boxes. You'll need the monitor,
>>>>>> keyboard, etc.
>>>>>>
>>>>>>
>>>>>>
>>>>>> Best,
>>>>>> Josh
>>>>>>
>>>>>>
>>>>>
>>>>
>>>
>>
>
```

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Intel/Pixar Term Sheet

This document describes, for discussion purposes only, the potential arrangement and some key terms of the proposed relationship between Intel Corporation ("Intel") and Pixar Animation Studios ("Pixar"), regarding the subject matter below.   (The companies are also referred to individually as a "Party" and collectively as the "Parties")

Under no circumstances shall this document constitute an offer or binding commitment from either party, or be deemed to be, without limitation, a letter of intent, memorandum of understanding, or a contract of any kind. This document is to serve as the basis for discussion between Intel and Pixar. Actual terms would be negotiated and finalized in a Definitive Agreement ("Agreement"), and certain related documents.

All Intel proposals contained here are made in good faith. However, they are subject to satisfactory due diligence and review by appropriate levels of Intel management and their efficacy is subject to such management approval.

No contract will exist between Intel and Pixar regarding the subject matter herein until each party has signed the definitive Agreement and certain related documents containing the terms and obligations of the arrangement that is now being discussed. Under no circumstances shall either party be liable to the other for any costs and damages of any kind including without limitation incidental, consequential, special or speculative damages, lost profits, or loss of business, in connection with not moving forward as envisioned in this document.

1. **Basis for Proposed Agreement**
   a. Intel is developing a graphics processor codenamed Larrabee.
   b. Pixar develops cinematic quality rendering software called RenderMan for the film and video game market segments.
   c. Intel and Pixar currently have an excellent working relationship and Intel is providing account management and technical resources that are aimed at optimizing the performance of Pixar products on Intel platforms.
   d. Intel has provided technical and market data on Larrabee to Pixar.
   e. ██
      ██
      ██
      ██
      ██

2. **Definitions**

a. ██

b. "*Intel Products*" means products in both hardware and software form, developed, manufactured, and/or distributed by or for Intel.

c. "*Larrabee*" means the family of graphics processors created by Intel for, among other segments, the PC gaming market segment including Larrabee 1.

d. "*Larrabee SDP* means a software development platform that contains Larrabee pre-release hardware and the Larrabee SDK.

e. "*Larrabee SDK*" means a software development kit that contains tools, APIs, libraries, sample source code, and technical documentation necessary for programming Larrabee. ████████████████████████████

3. ████████████████████████████

a. ████████████████████████████

▪ ████████████████████████████

▪ ████████████████████████████

▪ ████████████████████████████

▪ ████████████████████████████

4. ████████████████████████████

a. ████████████████████████████

▪ ████████████████████████████

▪ ████████████████████████████

▪ ████████████████████████████

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▪ ████████████████████████████

▪ ████████████████████████████

Confidential Pursuant to 15 U.S.C. §§ 1311 et seq.   DOJ-PIX-00003763

CONFIDENTIAL -- ATTORNEYS' EYES ONLY   2356.90   PIX00002183

5. ████████████

6. **Public Marketing and Demonstration**
   a.

d. ████████████████████████████████
████████████████████████████████

7.   **Ownership of Intellectual Property**

a. ████████████████████████████████
████████████████████████████████
████████████████

b. ████████████████████████████████
████████████████████

c. ████████████████████████████████
████████████████████████████████
████████████████████████

d. ████████████████████████████████
████████████████████████████████
█ ████████████████████████████████

8.   **Payments**

a. ████████████████████████████████
█████████

9.   **Governing Law**

a.   Any claims arising under or relating to the proposed Agreement would be governed by the laws of the State of Delaware, United States of America.

10.   **Confidentiality and Non-Disclosure**

a.   Confidentiality shall be covered under the corporate non-disclosure agreements between Intel and Pixar, CNDA # 128034 and RSNDA # rs2062827

11.   **Termination**

a.   Either party can terminate the Agreement at any time for cause upon written notice to the other party.

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Appendix 1 – Tools and Code Samples from Intel in Larrabee SDK Release 1 (January 2008)

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DOJ-PIX-00003767

PIX00002187

Appendix 2 - Samples and Tools from Intel in future SDK Updates

Appendix 3 – System Provided to Pixar

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CONFIDENTIAL INFORMATION TRANSMITTAL RECORD ("CITR")

CITR DATE: ____**24 June**____ , ____**2003**____   CNDA # ____**128034**____
(Date Disclosure(s) will commence)   (Year)   (fill in Number from Executed CNDA)

Participant's Name: ____**PIXAR ANNIMATION STUDIOS**____
(Use Same Name as on CNDA)
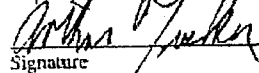
Location of Disclosure: ____**1200 PARK AVE**____   ____**EMMERYVILLE**____   ____**CA**____   ____**94608**____
Street Address   City   State/Country   Postal Code

Intel and Participant agree that the Confidential Information described below shall be kept confidential by the receiving party. This CITR incorporates all the terms and conditions of the Corporate Non-Disclosure Agreement ("CNDA") executed by the parties.

1. Describe Confidential Information disclosed by each party. (Be specific. Include subject or product, any document title, drawing/document number, date, rev., etc.) Identify visuals, foils, and verbal disclosures. (Use additional sheets if necessary).
    Intel Confidential Information: Intel Representatives Arthur Tucker, Patrick Kutch and Brian Vandecovering. Command Line Interface source code, future features or architectural discussions;
    Participant's Confidential Information: Any electronic, verbal or documented information exchanged by the parties while investigating the Intel Command Line Interface server management application. This includes any Pixar files or software that may be viewed or downloaded to laptop computers used by the Intel representatives while connected to the Pixar network. Also included is any information concerning network configuration, network traffic, computer room operation or potential future server management features or product.   A camera will be permitted. Any pictures may not be reproduced in any form and not shown in any public presentation or publication.

2. This CITR covers the above described Confidential Information to be conveyed commencing on the CITR Date stated above provided it is marked as required under the CNDA.

3. Unless a shorter period is indicated below, the disclosing party will not assert any claims of breach or misappropriation of trade secrets against the receiving party arising from the receiving party's disclosure of the disclosing party's Confidential Information under this CITR more than five (5) years from the date when such information was disclosed. However, unless at least one of the exceptions set forth in Section 4 of the CNDA has occurred, the receiving party will continue to treat such Confidential Information as the confidential information of the disclosing party and only disclose any such Confidential Information to third parties under the terms of a non-disclosure agreement. Either party may at any time request in writing the immediate return of all or part of its Confidential Information disclosed hereunder, and all copies thereof, and the receiving party shall promptly comply with such request.

    If initialed and filled in below, the period after which the disclosing party agrees not to assert claims against the receiving party with respect to the Confidential Information disclosed under this CITR will be _____ months (not less than twenty-four (24) months nor more than sixty (60) months). (____/____)

4. Confidential Information may be controlled by U.S. Export Regulations, and export, re-export or foreign disclosure (including to subsidiary employees) may require U.S. Government approval. The receiving party shall not use, export, transfer, make available or otherwise disclose any Confidential Information in violation of U.S. Export Regulations, including any use or development in nuclear, missile, chemical and/or biological weapons activities.

5. All other terms and conditions of the executed CNDA shall remain in full force and effect. Nothing contained herein shall be construed as amending or modifying the terms of the CNDA referenced above.

6. Both parties understand and acknowledge that no license under any patents, copyrights, trademarks, or maskworks is granted to or conferred upon either party in this Agreement or by the disclosure of any Confidential Information by one party to the other party as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any license under such intellectual property rights must be express and in writing.

PARTICIPANT: ____**PIXAR**____
(Company Name, Division/Sub if applicable)

INTEL CORPORATION
2200 Mission College Blvd.
Santa Clara, CA 95052-8119

____**1200 PARK AVENUE**____
Street Address

____**EMERYVILLE CA 94608**____
City, State/Country, Postal Code

Represented By
_____   Represented By
Signature   _____
____Arthur Tucker____   JF5-252   Signature
Printed Name   Mailstop   Printed Name **DARWYN PEACHEY**
____Sr Technical Marketing Engineer____ 503-712-9790
Title   Phone   Title **VP TECHNOLOGY**
____24 June, 20903____
Date   Date **6/24/03**

PLEASE SEND ONE COPY OF THE CITR TO:
US - INTEL CORPORATION, ATTN: Post Contract Mgmt, FM6-03, 1900 Prairie City Road, Folsom, CA 95630-9598
EMEA – INTEL CORPORATION, ATTN: EMEA Legal, ISW-74, Pipers Way, Swindon, Wiltshire, United Kingdom, SN3 1RJ
APAC - APAC Legal, INTEL TECHNOLOGY SDN.BHD. (PG9) Bayan Lepas Free Industrial Zone, Phase 3, Halaman Kampung Jawa,
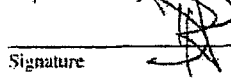CONFIDENTIAL, Malaysia

(rev. 12/01)

CONFIDENTIAL INFORMATION TRANSMITTAL RECORD ("CITR")
INSTRUCTIONS

To use this CITR, a Corporate Non-Disclosure Agreement ("CNDA") must be executed between Intel and the Participant. The CITR is to be used for the receipt/disclosure/exchange of Confidential Information. Use the Multi-Party CITR ("MP-CITR"), if more than one Participant is involved.

1. CNDA Number: Use the pre-printed number on the CNDA entered into with Participant. If you don't know the CNDA number, check the NDA Viewer at http://dynamic.intel.com/nda/viewer.htm, check with your local NDA administrator or call Intel Post Contract Management (916) 356-6564. If a CNDA has not been signed, then you must have a CNDA executed by an authorized representative of Participant.

2. CITR Date: Fill in date at upper left hand corner. Use date that disclosing party is to commence the transfer of Confidential Information.

3. Participant's Name: Fill in Participant's corporate name. Use same name as on the CNDA. In the case of a multi-divisional or multi-location company, be sure that the Participant's name matches the name on the CNDA.

4. Location of Disclosure: Fill in place where disclosure takes place. If there will be disclosures at multiple sites, each site must be covered by a separate CITR.

5. Section 1: Description of Confidential Information to be disclosed. This description should be as clear and specific as possible (e.g., Document Name, date, Document No:, design, specs for X Project. For revisions you can state "all revs of..." or for errata sheets "all errata sheets of product X"). Also, describe information disclosed verbally, or by foil, or by other visual presentation.

6. Section 2: The CITR covers the Confidential Information conveyed commencing on the CITR date. In the event disclosures take place over a period of time, then the CITR should be reviewed and updated every 60-90 days. This ensures that all Confidential Information disclosed is described in the CITR.

7. Section 3: If the parties agree to shorten the period of non-assertion from the five (5) years set forth in the CNDA, then the new period, which shall not be less than 24 months, should be added to the blank in Section 3. Amendment of Section 3 must be approved by the Manager of the Operation, Geography or Intel Contract Management.

8. Participant's Address: Fill in address where Participant's representative is located.

9. Signatures: The CITR must be signed by Intel's and Participant's representative. Generally, the persons who are disclosing, receiving or exchanging Confidential Information may sign. If more than one person at a site is receiving or disclosing Confidential Information, only one representative of Participant need sign the CITR.

INTEL HIGHLY PROPRIETARY AND SENSITIVE CONFIDENTIAL INFORMATION (e.g., T-SPECIFICATIONS, INTERNAL ARCHITECTURE SPECIFICATIONS, AND OTHER CONTROLLED DOCUMENTS) MAY ONLY BE DISCLOSED BY INTEL UNDER THE SUPERVISION OF THE APPLICABLE SALES, PRODUCT MARKETING OR PURCHASING ORGANIZATION. THE DISCLOSURE OF SUCH INFORMATION MAY REQUIRE THE USE OF A MORE RESTRICTIVE NON- DISCLOSURE AGREEMENT.

IF YOU HAVE ANY QUESTIONS REGARDING THE CNDA OR CITR FORM, CONTACT INTEL CONTRACT MANAGEMENT OR THE INTEL LEGAL DEPARTMENT.

After the CITR is fully executed, distribute copies to the appropriate NDA Administrator, the Participant, and the Intel Representative.

PLEASE SEND ONE COPY OF THE CITR TO:
US - INTEL CORPORATION, ATTN: Post Contract Mgmt, FM6-03, 1900 Prairie City Road, Folsom, CA 95630-9598
EMEA – INTEL CORPORATION, ATTN: EMEA Legal, ISW-74, Pipers Way, Swindon, Wiltshire, United Kingdom, SN3 1RJ
APAC - APAC Legal, INTEL TECHNOLOGY SDN.BHD. (PG9) Bayan Lepas Free Industrial Zone, Phase 3, Halaman Kampung Jawa,
CONFIDENTIAL, Malaysia.

(rev. 12/01)

DOJ-PIX-00003770

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PIX00002190

AGREEMENT DATE: Friday, November 2, 2007   RS- 2062827

NON-DISCLOSURE AGREEMENT FOR RESTRICTED SECRET INFORMATION ("RSNDA")

This Non-Disclosure Agreement for Restricted Secret Information ("Agreement") is entered into and made effective as of the date set forth above, by and between Intel Corporation ("Intel"), and the Recipient identified below ("Recipient").

THE PARTIES AGREE AS FOLLOWS:

1. **Confidential Information Transmittal Form.** The Intel "Restricted Secret" confidential, proprietary and trade secret information ("Restricted Secret Information") to be disclosed hereunder is information described in the Confidential Information Transmittal Record for Restricted Secret Information ("RS-CITR") executed from time to time hereafter. RS-CITRs which reference this Agreement are subject to the terms of this Agreement. RS-CITRs will be executed prior to or concurrent with the disclosure of Restricted Secret Information. The RS-CITR will include a description of the Restricted Secret Information disclosed, the names of the Recipient's representatives authorized to receive the Restricted Secret Information, and the date of the disclosure covered by the RS-CITR. Restricted Secret Information, as identified in any particular RS-CITR may be embodied and displayed in models and test and measurement instrumentation available from Intel and sources other than Intel, and the use of such models and test and measurement devices is subject to the terms of this Agreement.

2. **Obligations of Recipient.** Recipient may use the Restricted Secret Information provided pursuant to this Agreement only for the purposes of designing, and debugging software for use with computer systems which are based on microprocessors purchased from Intel. Restricted Secret Information shall not be used for any other purpose including, but not limited to, any use in the design, debugging, or manufacture of semiconductor devices, design or debugging of computer systems or motherboards which include third party chipsets not licensed by Intel, or for reverse engineering semiconductor devices manufactured by or licensed from Intel. Except as expressly set forth above, Recipient hereby acknowledges that it obtains no right to use Restricted Secret Information in any semiconductor component, hardware product, emulation product without express written license from Intel. However, nothing in this Agreement shall preclude Recipient from independent development of any microprocessor, chipset or other semiconductor device without use of the Restricted Secret Information or from the use or sale of any such device independently developed by any other person. Recipient will maintain the confidentiality of the Restricted Secret Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. Recipient will not disclose Restricted Secret Information to any third parties, including any affiliates, subsidiaries, or parent or sister companies, without the prior written approval of Intel.

   Recipient agrees to implement procedures to limit the distribution of Restricted Secret Information and related tangible items provided to Recipient under this RSNDA only to those employees who (i) have an actual need to know in order for Recipient to carry out the uses for which Restricted Secret Information is provided hereunder, and (ii) have agreed to be bound to written nondisclosure agreements with Recipient which apply to such employees' receipt of information hereunder.

   In cases where Restricted Secret Information is controlled under the export laws of the United States or another nation, Recipient agrees to implement measures to ensure that employees of nationality foreign to such laws are legally authorized to receive such information, provided that such measures do not contravene any governing U.S. law or policy. An export is "deemed" to take place when information is released to a foreign national wherever located.

3. **License to use Comments and Suggestions.** This Agreement does NOT obligate Recipient to provide Intel with comments or suggestions regarding Intel Restricted Secret Information. However, should Recipient provide Intel with comments or suggestions for the modification, correction, improvement or enhancement of (a) the Restricted Secret Information or (b) Intel products or products which may embody the Restricted Secret Information, Recipient grants to Intel a non-exclusive, irrevocable, worldwide, royalty-free license, with the right to sublicense, Intel's licensees and customers, under Recipient intellectual property rights, the rights to use and disclose such comments and suggestions in any manner Intel chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Intel's and its sublicensee's products embodying such comments and suggestions in any manner and via any media Intel chooses, without reference to the source (i.e., Recipient). Without limiting the foregoing, Intel shall acquire no right to use in any media, the names, characters, artwork, designs, trade names, trademarks or service marks of Recipient, its related or subsidiary companies, parent, employees, directors, shareholders, assigns, successors or licensees: (a) in any advertising, solicitation, client list, prospectuses, written communication, or other media; (b) to express or imply any endorsement of Intel's products or services; or (c) in any manner other than as expressly authorized herein.

4. **Termination of Obligation of Confidentiality.** Recipient will not be liable for the disclosure of any Restricted Secret Information which is, prior to Recipient's disclosure:

   (a) rightfully in the public domain other than by a breach of a duty to Intel;

   (b) rightfully received by Recipient from a third party without any obligation of confidentiality;

   (c) rightfully known to Recipient without any limitation on use or disclosure prior to its receipt from Intel;

   (d) independently developed by employees of Recipient; or

   (e) generally made available to third parties by Intel without restriction on disclosure.

5. **Title.** Title or the right to possess Restricted Secret Information as between the parties will remain perpetually with Intel.

6. **No Obligation of Disclosure; Termination.** Intel has no obligation to disclose any Restricted Secret Information to Recipient. Either party may terminate this Agreement at any time without cause upon written notice to the other party. Recipient's obligations with respect to Restricted Secret Information disclosed under this Agreement will survive any such termination. Intel may, at any time: (a) cease giving Restricted Secret Information to Recipient without any liability; and/or (b) request in writing the return or destruction of all or part of its Restricted Secret Information disclosed hereunder and all copies thereof, and Recipient will promptly comply with such request and certify in writing its compliance.

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7.   **General.**

(a)   This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Restricted Secret Information.

(b)   Recipient understands and acknowledges that no license under any Intel patent, copyright, mask work right, trade secret (except as expressly provided in Section 2 above) or other intellectual property right is granted to or conferred upon Recipient in this Agreement or by the disclosure of any Restricted Secret Information by Intel to Recipient as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any further license under such intellectual property rights must be express and in writing.

(c)   The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.

(d)   This Agreement will be governed by the laws of the State of California without reference to conflict of laws principles. Both parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in the City and County of San Francisco, California to hear and adjudicate any and all actions, suits or proceedings arising out of or relating to this Agreement.

(f)   This Agreement and any accompanying RS-CITR and RS-CITRs executed from time to time hereafter which incorporate the terms of this Agreement, constitute the entire agreement between the parties with respect to the disclosure(s) of Restricted Secret Information described in each RS-CITR, and may not be amended except in a writing signed by a duly authorized representative of the respective parties. Any other agreements between the parties, including non-disclosure agreements, will not be affected by this Agreement.

(g)   This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute but one and the same instrument. A copy of either party's signature to this Agreement sent by facsimile transmission shall be deemed an original manual signature of this Agreement.

INTEL CONTACT: Ranna Prajapati _____   M/S: __FM6-74_____   TEL. NO: (916) 356-2758_____

AGREED:
INTEL CORPORATION
2200 Mission College Blvd.
Santa Clara, CA 95052-8119

RECIPIENT: PIXAR _____
                                      (Company Name, Division/Sub, if applicable)

1200 Park Ave. _____
(Street Address)
Emeryville, CA 94608
(City)   (State)   (Zip)

Signature (V.P.)

Signature of Authorized Representative (e.g. President or V.P.)

Jim A. Johnson   _Greg Brandeau_
Printed Name   Printed Name

GM VCG, VP DEG   _SVP of Technology_
Title   Title

LEGAL OK